TERMS & CONDITIONS

Promotion:

TCL Gift with Purchase 2025 AFL Beanie/Scarf Promotion Campaign.

The Promoter:

The "Promoter" is TCL Electronics Australia Pty Ltd, (ABN: 83 111 032 896), 1/800 Princess Highway, Springvale, VIC 3171.

Promotion Type:

Gift with Purchase.

Purchase Period:

Purchase Period commences 9:00am AEST 1st August 2025 Purchase Period concludes 11:59pm AEST 21st September 2025

Claim Period:

Claim Period commences 9:00am AEST 1st August 2025

Claims must be submitted within fourteen (14) calendar days from the date of Qualifying Purchase (as defined below). Claim Period concludes 11:59pm AEDST 5th October 2025.

Relevant Locations:

Australia

Participating Retailers:

Retailers participating in the Promotion are JB Hi-Fi, Harvey Norman, Domayne, Joyce Mayne, The Good Guys, Betta Home Living, Binglee, Bi-Rite Electrical, Retravision, 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, an Eligible 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:

Multiple claims are permitted subject to the following: (a) one (1) claim is permitted per Participating Product; and (b) a maximum of four (4) claims are permitted per person.

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 for the Qualifying Purchase;
- before the end of the Claim Period and within fourteen (14) calendar days of the date of Qualifying Purchase), visit www.tcl.com/au using a compatible browser and follow the prompts to the online claim form;
- d) fully complete and submit the online claim form, providing all details required, including but not limited to:
 - any requested information about the Participating Product/s and Qualifying Purchase (including product/s purchased, place of purchase, purchase date and Product Serial Number (as defined below));
 - II. upload a copy of the Purchase Receipt from the Qualifying Purchase ("Qualifying Purchase Receipt") in an accepted file size/format;

- III. upload an image of the Product Serial Number 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. Select their preferred AFL team from the list provided;
- VI. indicate acceptance of these Terms and Conditions; and
- VII. Submit the fully completed online claim form.

*"Purchase" means to make payment in full for a Participating Product/s 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.

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- 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 then the Gift (as defined below) will be delivered to the Eligible Claimant.
- 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 models:

- 85C6K
- 85C7K
- 98C7K
- 115C7K
- 85C8K
- 98C8K
- 85X11K
- 98X11K

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/s purchased;
 - the price of the Participating Product/s 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 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 Gift, 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 an Eligible 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 Eligible Claimant will be deemed invalid.

A Gift will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

It is the responsibility of the Eligible 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"). Eligible Claimants must allow three (3) business days for Validation to be completed.

If a claim is deemed valid the Eligible Claimant will receive the Gift within twenty-one (21) days of confirmation of the claim being approved.

If a claim is deemed invalid, the Eligible Claimant will receive an email notifying them that their claim is invalid, reasons why 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.

Gift:

Each Eligible Claimant will be awarded one (1) Beanie and one (1) Scarf in their chosen AFL team colours as indicated in their claim ("Gift"). Total value of the Gift is \$50. The Promoter reserves the right to determine the exact style of scarf/beanie awarded.

General Conditions:

- 1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions"). Information on how to claim and the gift(s) form part of these Terms and Conditions.
- 2. Each Eligible 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 an Eligible 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. Eligible Claimants can only participate in the Promotion in their own name. Eligible Claimants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
- 8. All Eligible 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 to the ineligible person. Payment of the Gift value to the Promoter may be required by the Promoter if this occurs.
- 9. Incomplete, indecipherable or incorrect claims will be deemed invalid. Eligible 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 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 Eligible Claimant.
- 11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 12. 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.
- 13. The Promoter is not responsible for any undelivered emails due to an Eligible Claimant's spam filters or email settings.
- 14. The Promoter shall not be liable for a Gift being lost, deleted, stolen, damaged or tampered with in any way before it reaches an Eligible Claimant or after it has been released to an Eligible Claimant.
- 15. Any costs associated with accessing the Promotion are the Eligible 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 an Eligible Claimant to automatically submit claims in the Promotion repeatedly is prohibited and will render all claims submitted using such means invalid.
- 16. The Promoter may, in its sole discretion, declare any claim or Eligible Claimant invalid if the Eligible 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.
- 17. 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 invalidate any claim or to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
- 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. Eligible Claimants are

providing their information to the Promoter and not to Facebook. Each Eligible Claimant completely releases Facebook from any and all liability.

- 19. A Gift must be taken as offered and may not be varied. If for any reason a claimant does not take or redeem a Gift by the time stipulated by the Promoter, then the Gift will be forfeited. A Gift is not transferable, exchangeable, or redeemable for cash, unless otherwise specified. If a Gift is unavailable for any reason, the Promoter reserves the right to substitute another Gift of equal or greater value or specification, 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 Gift value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by an Eligible Claimant; or (f) use of a Gift.

21. 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, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 22. Eligible 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.
- 23. 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:

- 24. Immediately upon submission by an Eligible Claimant, their claim becomes the sole property of the Promoter.
- 25. All information Eligible Claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding a Gift.
- 26. The Promoter may disclose Eligible Claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

Promoter Opt-In:

27. Should an Eligible 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 Eligible 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 an Eligible 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 the details specified in the Promoter's privacy policy accessible via the link in clause 27. The Promoter will not disclose any Personal Information to any entity outside of Australia.

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

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