

**TCL ELECTRONICS**  
**2019 'Born A Legend' Campaign Competition**  
**Terms & Conditions**

**TCL ELECTRONICS BORN A LEGEND COMPETITION - VIDEO SUBMISSION TERMS & CONDITIONS**

**GENERAL**

1. The Promoter is TCL Electronics Australia Pty Ltd, 797 Springvale Road, Mulgrave VIC 3170 Australia. Telephone number 03 8541 4666. ABN 83 111 032 896.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.
4. The promotion will be hosted via TCL Electronics' webpage (<http://tclelectronics.com.au/born-a-legend>) with entries permitted across the TCL webpage, or under #TCL #BornALegend on Facebook, Instagram or Twitter.
5. Competition will commence 02/09/2019 and conclude on the final day of the promotion, 14/10/2019.

**WHO CAN ENTER AND WHAT**

6. Entry is open to all residents of Australia — except employees and immediate families of the Promoter. Immediate family includes the following: spouse, ex-spouse, de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
7. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
8. Entrants under 18 years of age must obtain the prior permission of their parent or legal guardian in order to be able to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
9. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. Entrants must create and submit a video outlining their 'everyday hero' story.

**WHEN TO ENTER**

11. The Promotion commences 9.00AM AEST on 02/09/19. All entries must be submitted by 11.59PM AEST on 14/10/19 (Promotion Period) through TCL's website: <http://tclelectronics.com.au/born-a-legend> and under #TCL #BornALegend on Facebook, Instagram or Twitter.

12. Entries must be received by the Promoter prior to the competition close date and time.
13. Entrants will be asked to provide their personal details including but not limited to first name, last name, email address and contact number.
14. The time of entry will in each case be the time the online entry is received by the Promoter's system or Facebook, not at the time of transmission by the entrant.
15. The Promoter accepts no responsibility for any late, lost or misdirected entries including votes not received by the Promoter or delays in the delivery of the votes due to technical disruptions, network congestion or for any other reason. Entries and/or votes via computer generation is invalid and will not be accepted.
  - a. Web visitors can vote a maximum of 12 times per day on the same video.

## HOW TO ENTER

16. Entrants may enter the competition by submitting their video to the Born A Legend webpage submission portal: <http://tclelectronics.com.au/born-a-legend> or under #BornALegend on Facebook, Instagram or Twitter.
17. Videos must be submitted in MP4 or MOV file format and be no larger than 30mb.
18. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
19. An entrant's entry must not include: (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person; (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
20. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
21. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

## **NUMBER OF ENTRIES PERMITTED**

22. Entrants may enter as many times as they like, given each entry is different but only one prize will be awarded per person.

## **DRAW AND NOTIFICATION OF WINNER**

23. During the competition period, TCL Electronics will short-list videos based on creative merit and response, rather than technical ability for the Australian public to then vote on. Voting can occur throughout the entry period.
24. At the end of the entry period (14/10/19), the final winners will be the videos receiving the top 5 highest amount of votes on the TCL website (<https://tclelectronics.com.au/born-a-legend/>).
25. Votes can be cast on multiple videos (restricted to that specified in 15a). All votes will be identified via IP address. The winner will be judged in accordance with these terms and conditions.
26. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
27. The winners will be notified via email on 15 October 2019. Winners of prizes will be published on TCL's Born A Legend webpage: <http://tclelectronics.com.au/born-a-legend>. Winners are required to respond/acknowledge email within 5 working days.
28. Prizes will be awarded to persons named in the entries.
29. Should an entrant's contact details change during the promotional period; it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
30. Subject to State Regulation, an unclaimed prize draw will take place at TCL Electronics, 797 Springvale Road, Mulgrave VIC 3170 5 days after the unclaimed draw. The winner/s of the unclaimed prize draw will be notified by phone within 6 days of that draw. Winner of the unclaimed prize will be published on the Born A Legend webpage within 6 days of the draw.

## **PRIZE ON OFFER**

31. One (1) total major prize pool value is up to \$10,000 including GST. A different prize will be awarded for each of the four (4) runners up – as detailed below:
  - a. 1 x 55" TCL QLED Android TV (55X7) (First runner-up)
  - b. 1 x 55" TCL QLED Android TV (55X7) (Second runner-up)
  - c. 1 x 55" TCL UHD Android TV (55P8M) (Third runner-up)
  - d. 1 x 55" TCL UHD Android TV (55P8M) (Fourth runner-up)
32. Prize includes delivery to a registered Australian street address Monday to Friday 9.00am to 5.00pm and cannot be delivered to a PO Box.
33. Main prize pool winner to receive \$10,000 in EFT form.
34. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
35. Prizes cannot be transferred, exchanged or redeemed for cash.
36. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
37. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.

38. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed when shared on the entrant's personal social media pages, or at the discretion of the Promoter.

#### **FURTHER TERMS AND CONDITIONS**

39. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
40. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.
41. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
42. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
43. If an entrant uses any form of software or third-party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.
44. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
45. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
46. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions. Copyright, Statutory guarantees, Waiver and liability.
47. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the TLC Electronics brand or

the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

48. Each entrant hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the prize (Works). Each entrant warrants that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation there to and neither the entrant nor any third party will be entitled to any fee for such use.
49. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
50. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
51. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
52. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
53. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
54. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.