

La Tomatina 2020 Competition Terms & Conditions

Schedule to Terms & Conditions of entry

Promotion name

Win a trip with Hisense to La Tomatina Festival 2020

Eligible States/Territories

National

Promotion period

Start: 1 October 2019 9:00 AM AEST

End: 30 November 2019 11:55 PM AEDT

No entries will be accepted outside this time.

Website address

<http://www.hisense.com.au/latomatina-terms>

Promoter

HISENSE AUSTRALIA PTY LTD

ABN: 55 105 022 080

1A Millennium Court

Knoxfield VIC 3156

Eligible entrants

Entry to the Promotion is open to Australian residents in all Eligible States/Territories who fulfil the method of entry requirements , are 18 years of age or older, have a valid Australian passport with 12 months validity minimum and hold no criminal record.

All entrants must be available to travel so that they can be in **Bunol, Spain from 24 August 2020 and 27 August 2020** (exact dates of travel will be determined by the Promoter and are subject to booking and availability).

Details of prizes

1 x Major Prize: **4 days/3 nights La Tomatina (2020) package with PP Travel** for two people (the winner and one travel companion) to **Bunol, Spain**, valued at up to **\$7,600** depending on the winner's place of departure.

(Please note that the Promoter is not sponsoring, approved by or affiliated **with La Tomatina Festival or City Council of Bunol, Spain**. The Promotion is not sponsoring or approved by **La Tomatina Festival or City Council of Bunol, Spain**.)

Includes for two people (the winner and one travelling companion): return flights to **Valencia (Spain)** from winner's nearest Australian capital city, **3 nights twin share accommodation in a 5-star hotel, one internal transfer to accommodation and return coach tickets from Valencia to La Tomatina, guided city walking tours with an English**

speaking tour guide and daily breakfast. Flights and accommodation are subject to booking and availability.

Travel must occur so that winner is in Bunol, Spain from 24 August 2020 and 27 August 2020. Flights will be booked to suit these in-country dates upon announcement of winner.

All other costs associated with the prize, including but not limited to any additional transfer costs for individual activities, additional meals, taxes, insurance, visas and other ancillary costs are the responsibility of the winner and travelling companion.

The winner and travelling companion are responsible for ensuring that they have all necessary documents to travel to Spain (including a current passport and any visas that may be required). The Promoter's service providers will assist the Major Prize winner and their travel companion with applying for any visa required to take part in the Major Prize and it is a condition of accepting the Major Prize that the winner and their travel companion provide all necessary information and assistance to the Promoter and their service provider during this process.

The Major Prize winner's companion must be an Australian resident aged 18 or over.

Winners will be required to provide the following details upon verbal acceptance of prize, in order to make necessary travel plans:

- (a) Last, first, middle name
- (b) Date, month and year of birth
- (c) Gender

(d) Passport details (including type of document, series, number, issuing authority, date of issue, date of expiry)

(e) Citizenship

(f) Passport-sized photo

(g) Mobile phone number

(h) Email address

(i) Postal address

Total number of prizes

1 x Major Prize

Total prize value

Total prize pool (inc GST): \$7,600.00

Method of entry

To enter, an Eligible entrant must, during the Promotion period:

(a) Purchase outright any Hisense branded product (no layby) from any one of the participating authorised Hisense Australia retailers (RT Edwards's, Radio Rentals, The Good Guys, Harvey Norman, Joyce Mayne, Domayne, JB Hi-Fi, Betta Home Living, Retravisio, Bing Lee, Bi Rite, Myer, Coogans, Mitchell & Brown, Appliances Online, Leading Appliances, VideoPro, DDL) (Qualifying Purchase);

(b) complete the online Promotion entry and product registration form found at

<http://www.hisense.com.au/latomatina-competition> and provide the Promoter with their personal and Qualifying Purchase details, including: First Name / Last Name / Email Address / Mobile Number / Postcode / Product Type / Retailer Purchased From / Hisense Product Model Number;

(c) tell us in 25 words or less why you want [to win a trip to La Tomatina Festival 2020 in Bunol, Spain](#); and

(d) accept the Terms and Conditions and submit the online entry form.

Maximum number of entries

1 entry per Qualifying Purchase; however entries per person are unlimited as long as a new Qualifying Purchase is registered as a new entry.

Major Prize selection details

Major Prize winner selection

The Promoter's judging panel will review all valid entries received during the Promotion period. On [Monday 2 December 2019](#), the judging panel will judge all entries based on creativity and originality. This is a game of skill and chance plays no part in determining the winners.

The entry judged to be the best entry will win the Major Prize.

Notification of Major Prize winner

Major Prize winner will be notified via Phone and email on [Monday 2 December 2019](#).

To accept the Major Prize, the Major Prize winner must, within three days of the Promoter sending notice to the winner (Verification Deadline), provide valid proof of purchase, nominate his/her companion and provide all information requested by the Promoter, including the companion's information, to assist the Promoter with applying for and obtaining any required visas for the period of the trip to **Spain** (Required Information). If the winner (or their travel companion) does not provide the Required Information by the Verification Deadline or does not fulfil any other condition of accepting the Major Prize, the winner will forfeit the Major Prize and the Major Prize will be awarded to the next best valid entry who provides the Required Information by the Verification Deadline and fulfils all conditions of accepting the Major Prize.

Public announcement of Major Prize winner

Upon confirming and verifying the Major Prize winner, the name and State or Territory of residence of the Major Prize winner will be published here:

<http://www.hisense.com.au/latomatina-terms>

Unclaimed Major Prize selection

In the event of the Major Prize not being accepted or claimed (including if the Major Prize winner (or their travel companion) does not provide the Required Information by the Verification Deadline or does not fulfil any other condition of accepting the Major Prize), the winner will forfeit the Major Prize and the Major Prize will be awarded to the next best valid entry who provides the Required Information by the Verification Deadline and fulfils all conditions of accepting the Major Prize.

Notification of unclaimed Major Prize winner

Unclaimed Major Prize winners will be notified via Phone and email within two days of judging the winner of the unclaimed Major Prize

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
3. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including Mustard Creative Media Pty Ltd are ineligible to enter. Immediate family means any of the following: spouse, ex-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.
4. The Promotion will be conducted during the Promotion period.
5. The prize/s are specified in the Details of prizes section of the Schedule.
6. The total prize pool is specified in the Total prize value section of the Schedule.
7. Any prize is valued in Australian dollars unless expressly stated to the contrary. All prize values are the recommended retail value (including GST) in Australia as provided by the supplier and are correct at the time of printing.

8. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed regardless of whether or not they win a prize.
9. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
10. The time of entry will be deemed to be the time the entry is received by the Promoter. Entries must be received during the Promotion period.
11. Entrants may submit up to the Maximum number of entries (if applicable). One prize permitted per person.
12. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
13. Prize(s) will be awarded in accordance with the process set out in the Major Prize winner selection section of the Schedule. This is a game of skill and chance plays no part in determining the winners.
14. The winner(s) will be notified in accordance with the Notification of Major Prize winner and Notification of unclaimed Major Prize winner (if applicable) sections of the Schedule. The notification will include details about how the prize(s) can be claimed.
15. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Promotional period, it is the

entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

16. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the 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.
17. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of Major Prize winner section of the Schedule (if applicable).
18. In the event of a prize not being accepted or claimed, the judges will select an alternate winner in accordance with the Unclaimed Major Prize selection section of the Schedule (as applicable).
19. It is a condition of accepting the Major Prize that the winner and his/ her companion must:
 - provide all necessary information and assistance to the Promoter and their service providers to assist them with applying for and obtaining any required visas for the period of the trip to Spain;
 - take out their own travel insurance for the period of the trip; and
 - sign a consent, release and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Promotion or providing the prize prior to undertaking the activities included in the prize. If the winner or their nominated companion does not sign the consent and release form provided by the Promoter within the time requested by the Promoter, the winner's entitlement to the prize will be deemed invalid.
20. The winner of the Major Prize may be required to present a valid credit card at time of accommodation check in (as a bond for the room).
21. Frequent flyer points will not form part of the Major Prize. The Major Prize is subject to the standard terms and conditions of individual prize and service providers, including the Operator (which can be found at <https://www.pptravel.com/event.asp?EID=la-tomatina-tomato-throwing-tours>). Without limitation to any other clause, if there are unforeseen circumstances

(such as inclement weather conditions, equipment failure or other unforeseen difficulties), the Operator reserves the right to, without notice, make changes, amend, cancel or reschedule the tour, activities, departures and itineraries. The Operator reserves the right to terminate the tour for the winner or their companion without refund if they are, in the sole opinion of the tour guide, behaving inappropriately, dangerously, maliciously, are misbehaving persistently or deliberately, or are suspected to be under the influence of alcohol or drugs. The Operator's tours are only suitable for people who do not have medical conditions (including pregnancy or historical or current back conditions). The Operator may require the entrant or their companion to complete a risk acknowledgement and disclaimer form onsite prior to their tour or experience commencing.

22. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, including any damage to property or equipment caused by the winner or their companion while participating in the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
23. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which

cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

24. The Promoter and its associated agencies and companies as well as the Operator will not be liable for any loss, expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. Without limiting any of the foregoing, in no circumstances will an entrant, the Promoter or the Operator have any liability to the other for any loss or damage suffered which is indirect, special or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
26. The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.
27. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the

Promoter may substitute the prize for another item of equal or higher value. The Promoter and the Operator reserve the right to change the itinerary or details of the Major Prize for any reason, including the dates of travel and accommodation bookings. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
31. Without limiting any of the foregoing, each entrant warrants and agrees that:
 - the entrant has created the entry him/herself;
 - the entrant is entitled to reproduce and exploit all of the underlying works in the entry;
 - the entrant will not submit material in their entry that is copyrighted, protected

by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless the entrant is the owner of such rights; the entry has not been previously published in any other medium or forum worldwide;

they will not submit material that is unlawful, obscene, defamatory, derogatory, threatening, pornographic, sexually inappropriate, violent, abusive, harassing, hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, gives rise to civil liability, or violates any law;

the entry will not contain viruses or cause injury or harm to any person or entity; and

the entrant has not granted rights to their entry to any other person which are inconsistent with the rights granted to the Promoter.

32. The Major Prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material in any medium throughout the world. The Major Prize winner consents to the Promoter using their name, likeness, image and/or voice (including photographs, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
33. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
34. Facebook, YouTube, or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, or Instagram; and to release Facebook, YouTube, or Instagram from all liability in relation to this Promotion. Any questions,

comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, or Instagram.

Privacy Collection Notice for the ‘Win a trip with Hisense to La Tomatina Festival 2020’ promotion

Hisense Australia Pty Ltd (ABN 55 105 022 080) (Hisense) is collecting your personal information to enable you to enter to ‘Win a trip with Hisense to La Tomatina Festival 2020’ promotion (Promotion) and in order to administer the Promotion and award, provide and manage any prizes. The personal information Hisense is collecting includes your name; email address; mobile number; postcode; product type; retailer purchased from; and Hisense product model number. If you win or are shortlisted to win the Major Prize, Hisense will collect additional information about you (and your companion) including your full name; date, month and year of birth; gender; passport details (including type of document, series, number, issuing authority, date of issue and date of expiry); citizenship; a passport-sized photo; contact details; and postal address. Hisense will delete the additional information of entrants that are shortlisted, but do not win the Major Prize.

We will also use the contact information details you have provided to send you marketing information and materials related to our products and services, including, where you have opted in, via email or other digital communications.

If you do not provide us with the personal information we have requested, you will not be able to participate in the Promotion, including any prize.

Hisense may disclose your personal information to our related companies, relevant authorities (including, if you are a Major Prize winner or their companion, Spanish government authorities), contractors providing services to us and to other third party service providers (such as PP Travel and other third parties involved in the Promotion including visa agents, airlines, transport companies and accommodation providers). Some of these third parties may be located overseas. Your personal information may be disclosed to recipients in countries including, but not limited to, Spain, USA, England and China. If you win the Major Prize, Hisense may disclose your (and your companion's) personal information to recipients in, without limitation, Spain. We may also disclose your personal information where we are required or authorised by Australian law to do so.

Further information about how we handle your personal information, including details about how you can access and seek the correction of your information and how you can complain about a breach of the Australian Privacy Principles (as well as how Hisense will deal with any complaint) can be found in our Privacy Policy available at <https://hisense.com.au/privacy/>. You can also contact our marketing team, using the following details: marketing.au@hisense.com, (03)9765-8800.