

## **TCL Mobile**

### **TCL Mobile #5SmallThingstoDoWithMom Giveaway Campaign Terms and Conditions**

Participation in TCL Mobile Social Media campaigns is governed by these Terms and Conditions.

The “Promoter” of this Promotion is TCT Mobile International Limited (“TCL”) whose office is at 5th Floor, Building 22E, 22 Science Park East Avenue, Hong Kong Science Park, Shatin, New Territories, Hong Kong, China, registered number 35686831-000-05-22-3, organizing a promotional action for people of legal age. References to the “Promoter” shall include all of the Promoter’s associated companies involved in this Promotion.

By entering the Promotion, the participant fully accepts the provisions of these Terms and Conditions.

#### **1. OBJECTIVE**

TCL is organizing this Promotion to promote the TCL Mobile through the #5SmallThingstoDoWithMom Giveaway Campaign.

#### **2. PROMOTION PERIOD**

The Promotion will be active for participants from MAY 11, 2025 [0:00] until MAY 31, 2025 [23:59] GMT+8.

#### **3. ELIGIBLE PARTICIPANTS**

This Promotion is open to non-trading individuals of legal age or over. Legal entities and businesses are not eligible to participate in this Promotion.

Employees and immediate relatives (spouse, partner, children, parents, grandparents, and stepfamily) of any group company of the Promoter, companies associated with this Promotion, and all affiliates of such companies are not eligible to participate in this Promotion.

There is no purchase or payment requirement to participate in this Promotion.

This Promotion is open to non-trading individuals of legal age residing in countries where international shipping is permitted and TCL Mobile can reasonably deliver the prize.

#### 4. ENTRY OF THE PROMOTION

During the Promotion period, TCL will post on Instagram, Facebook, and X. To enter the contest and be eligible for the prize, users must meet the following requirements:

Participants are required to follow the TCL Mobile Account (@tclmobileglobal on Instagram) and leave a comment under our Instagram announcement post with **#5SmallThingstoDoWithMom**. The comment should include the participant's Mother's Day wish for Mom and reasoning. For example, "I want to do \_\_\_ with my Mom the most, because \_\_\_."

Although TCL may publish posts on Instagram, Facebook, and X during the contest period, participants are required to enter the contest on Instagram only. Entries on Facebook or X will not be counted.

#### 5. SELECTION OF THE WINNERS

One winner will be selected based solely on Instagram entries, judged on the creativity, authenticity, and emotional resonance of their comment by a panel appointed by the Promoter. Only one winner will be chosen on Instagram. The panel's decision is final and binding, and no correspondence will be entered into.

## 6. PRIZES

The prize for this promotion is One (1) TCL 60 NXTPAPER device. There are no cash or other prize alternatives available. The Prizes are non-transferable, non-exchangeable, and cannot be sold. In the event that the Prize is unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to substitute the Prize for one of equal or greater value.

## 7. CLAIMING THE PRIZE

The winner will be announced on the Promoter's Facebook (@TCLMobile), Instagram (@tclmobileglobal), and X (@TCLMobileGlobal) accounts. The winner should, within 24 hours from notification by the Promoter, respond to accept the Prize. Failure to respond and provide necessary personal details (i.e., full name, ID, contact telephone number, and delivery address) within 24 hours will result in the Prize being forfeited by the Promoter, and the Promoter shall be entitled to select an alternate winner pursuant to the rules of the Promotion.

The Promoter will, on its best effort, deliver the Prize to the winner within sixty to ninety (60-90) working days after the announcement. In the event that the winner submits incorrect details, the Prize will be forfeited by the Promoter, and the Promoter shall be entitled to select an alternate winner pursuant to the rules of the Promotion.

By accepting the Prize, the winner agrees to authorize TCL to use their name for publicity regarding the result of the Promotion.

The Promoter reserves the right to request Name, address, postcode, Phone number and email from the winner prior to awarding the Prize. Failure to provide satisfactory documentation may result in forfeiture of the Prize.

## 8. DISCLAIMER AND LIABILITY LIMITATION

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.

In the case of the intervention of any outside act, agent, or event that 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, or 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.

The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If a Participant's contact details change during the promotional period, it is the participant's responsibility to notify the Promoter. A request to modify any entry information should be directed to the Promoter.

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 that 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, a Participant 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 Participant 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 a Participant 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, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

Without limiting any of the foregoing, in no circumstances will a Participant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

## 9. STANDARDS OF CONDUCT

TCL shall have the right to refuse any participation which includes or suggests any of the following:

Consumption of alcohol by any person under the legal drinking age (or 18 years old if over),

Any kind of illegal or anti-social behavior,

Celebrities or other well-known persons, logos, copyrighted content, or trademarks belonging to any third party,

Offensive gestures, comments, or which could cause any offense based on gender, race, sexual orientation, religion, or culture.

## 10. TAXES

Participants 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. Participants are responsible

for any and all expenses that they incur in entering the competition, and they will not be reimbursed regardless of whether or not they win the competition.

#### 11. PERSONAL DATA PROTECTION

The personal data you provide during this Promotion will be processed solely in accordance with the instructions contained in these Terms and Conditions and Instagram's community standards. Kindly note that you should not violate the privacy requirements in Instagram's community standards when you participate in the Promotion. The personal information collected during the Promotion will be deleted within 60 days after the Promotion is completed. To find out more about our privacy practices, see our Privacy Notice.

#### 12. GOVERNING LAW AND DISPUTE RESOLUTION

This Promotion and any dispute arising from or in connection with it (including the Prizes) shall be governed by the laws of China, and any dispute which cannot be settled amicably shall be submitted to the competent courts of Hong Kong, unless otherwise provided for in mandatory legal provisions.