

TP VISION EUROPE B.V, SEDE SECONDARIA ITALIANA, a company which bears company registration number 08639890964 and which has its registered offices in Via Torino 3/5 - 20814 Varedo (MB), Italy (hereinafter the “TP Vision” or “Organizer”) is organizing a Cashback Promotion called “PHILIPS AMBILIGHT TV – CASHBACK CAMPAIGN” (hereinafter the “Promotion”). Purchase is necessary to enter.

The Promotion Administrator is PardGroup Spa, a company which bears company registration number 03369761204 and which has its registered offices in Via Pietrasanta 14 – 7D – 20141 Milano, Italy (hereinafter the “Promotion Administrator”)

1. Eligibility:

Participation is open to **consumers aged 18 years old or over, who are residents of Malta**, natural persons only (hereinafter “Eligible Consumers”)

Employees of Philips, TP Vision Europe B.V. and their immediate families, agents, distributors, resellers and their employees, or anyone professionally connected to this Promotion, are not eligible to enter.

Resellers and/or distributors are not entitled to enter on behalf of their consumers.

Companies and customers/individuals in possession of a VAT number are not eligible to enter.

2. Validity Period:

The Promotion is valid for qualifying purchases made at Participating stores between **14 June and 31 August 2024** (hereinafter “Validity Period”).

All claims must be registered on the promotion website by 14 September 2024 (see clause 5 for further details)

3. Qualifying Products

The following products shall be considered to be the qualifying product/s for the purpose of this Promotion (“Qualifying Products”)

PRODUCT CODE	EAN
43PUS8959/12	8718863041734
55PUS8959/12	8718863041758
65PUS8959/12	8718863041765
75PUS8919/12	8718863041659
77OLED819/12	8718863042106
48OLED819/12	8718863042076
55OLED819/12	8718863042083
65OLED819/12	8718863042090

Any and all other Philips products which are not listed herein are excluded from the Promotion.

4. Qualification for the Promotion:

To qualify, eligible consumers must:

- a) Purchase one of the qualifying PHILIPS Televisions listed above during the Validity Period and retain the proof of purchase (invoice or receipt) provided by ASTRAL Enterprises Ltd;

- b) Register online: Visit <https://www.philipsambilighttvirimborsa.it/> and register by completing the registration form with the required information, including first and last name, e-mail address, mobile phone number, bank details (including IBAN and BIC), and the following details of the Qualifying Product purchased: model number and serial number. (The serial number of your TV is included in the ASTRAL Invoice.

Please see below some examples of where you can find the original model number, and serial number of your TV (on the box, at the back of your TV, and likely also mentioned on the receipt):



- c) Submit invoice details: Complete the form with the details of the fiscal invoice;
d) Upload proof of purchase: Upload a clear photo of the invoice or Numbered Cash Sale from ASTRAL clearly indicating the model of the TV purchased within the above period), the date and time of purchase, details of the Participating Store from where it was purchased, and the receipt code.
e) Accept Terms and Conditions: Read and accept these Terms and Conditions and the privacy notice (as listed in Annex A).

Any and all claims must be received **by not later than 23:59 CET on 14th September 2024**. No subsequent claims will be accepted.

After successful registration, consumers will receive an automatic confirmation e-mail with a reference number. This email is not an approval of the claim.

Please note:

- Fiscal receipts showing the return of previously purchased Qualifying Products will not be accepted.
- The cashback amount can only be credited via bank transfer to the consumers’ own bank account. No alternative options are available., The details provided must refer to a valid account opened at a bank within the European Union.
- In the event that a Qualifying Purchase is reversed within twelve (12) months after the purchase date due to returning the Qualifying Product to the retailer, revocation, withdrawal, or similar reasons, the claim to the cashback amount will lapse. Consequently, the purchaser agrees to repay the cashback amount. This repayment will be made to a bank account specified by the Organizer.
- The Organizer reserves the right to request original proofs of purchase, verify the information provided by the participant during registration and, if necessary, to request additional information to determine eligibility and guarantee compliance with all participation requirements.
- The registration process, data verification, and payment of the cashback amount are handled by the Promotion Administrator or its subcontractors.

The cashback amount will be transferred within 90 (ninety) days after the positive verification of the submitted documents, subject to the completeness and correctness of all provided information and fulfilment of all participation requirements.

5. Each valid claim will receive a **refund** of the product purchased **by Bank Transfer** as follows:

PRODUCT CODE	EAN	CASHBACK AMOUNT
43PUS8959/12	8718863041734	€ 100,00
55PUS8959/12	8718863041758	€ 125,00
65PUS8959/12	8718863041765	€ 150,00
75PUS8919/12	8718863041659	€ 200,00
77OLED819/12	8718863042106	€ 500,00
48OLED819/12	8718863042076	€ 200,00
55OLED819/12	8718863042083	€ 250,00
65OLED819/12	8718863042090	€ 300,00

Please note that

- a. Organizer Delivery expenses will be in no case refunded.
- b. Each receipt may only be used once.

6. The refund will be made within 90 (ninety) calendar days from the date of the request.

Eligible Consumers may only claim a refund for a single Qualifying Product purchased. The same IBAN can only be used by one person, even in the case of joint bank accounts. Each receipt may only be used once, even if more than one Qualifying

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Product has been purchased. In the case of changes of the IBAN, the consumer is requested to advise within 72 hours by email to italy.productmarketing@tpv-tech.com . In such a case where no communication is made within this period of time, the promoter cannot be held responsible for any missed refund of Cash Back.

7. No claims from third parties, or organised groups will be accepted.
8. **Please note that the amount will be made payable to the name stated on the claim.** Eligible Consumers are therefore invited to ensure that their name is typed correctly and matches with the name of the bank and/or card account holder.
9. Incomplete or illegible claims or those not in accordance with these Terms and Conditions will be rejected. It is the Eligible Consumer's responsibility to check the correctness of the details provided for the claim, including those referring to the IBAN. The Organizer shall not be responsible in case of wrong information submitted by Eligible Consumers.
10. The Organizer reserves the right, at any time, to verify the validity of claims and/or Eligible Consumers, including the Eligible Consumer's identity, age and place of residence, and to disqualify any Eligible Consumer who breaches these Terms and Conditions or tampers with the registration process or the Promotion. The Organizer reserves the rights to conduct any checks necessary and, in case of legitimate doubt on the validity of the Eligible Consumer's applications, to disqualify any Eligible Consumers if said doubt persists.
11. The Organizer's decisions regarding any aspect of this Promotion is final and no correspondence will be entered into. The Organizer may refuse to award a refund to any person, if there are reasonable grounds to believe that such entry/claim is in contrast with the present Terms and Conditions.
12. The Organizer is not responsible for any technical problems or human error that may result in a registration, submission and/or claim not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website. Eligible Consumers are invited to verify the validity of the information submitted, with specific reference to the details of their bank account.
13. 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 Organizer including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Organizer reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Consumer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel this Promotion, as appropriate.
14. The Organizer reserves the right to verify the validity of entries and reserves the right to disqualify any Eligible Consumer for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the Eligible Consumer is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Organizer's legal rights to recover damages or other compensation from such an offender are reserved.
15. The Organizer is not responsible for any third-party acts.
16. If for any reason whatsoever, any aspect of this Promotion is not capable of running as planned, the Organizer may, in its sole discretion, modify and/or suspend the Promotion or invalidate any affected claims. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Organizer and which prevents the Organizer from complying with these Terms and Conditions, the Organizer will not be liable for any failure to perform or delay in performing its obligations.
17. These Terms and Conditions shall be governed by the laws of Malta. The place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions of Participation and/or this promotion shall be the courts of Malta.
18. For questions about this Promotion or issues with requesting your cashback, please contact us via our [support page](#).
19. If you encounter any technical issues during the registration on the website, you can contact the Promotion Administrator

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via email at Italy.productmarketing@tpv-tech.com (please refer to this e-mail for questions related to the platform and/or the service, not for the general promotion mechanic).

ANNEX A - DATA PROTECTION

TP Vision is committed to protect and process your personal data in compliance with all applicable laws and regulations. For the purposes of this Promotion, TP Vision is the data controller of your personal data. TP Vision will process and retain such personal data exclusively for the period in which it is necessary to fulfil the purpose of its collection, or until you withdraw your consent (by notifying us in writing), where applicable.

Participation in campaign. The purpose of collecting and processing your personal data is to enrol you in the campaign and provide you with the cashback.

Legal basis. The legal basis for processing your personal data are: a) our agreement with you concerning your participation in the campaign and compliance) to comply with legal obligations (such as but not limited to tax legislation).

Personal data we process. We will process your name, e-mail address, mobile phone number and bank account details to manage your participation in the campaign. We will also process your scanned receipt to check your eligibility to participate in the campaign. Information in relation to your receipt will be processed with automatic optical character recognition, to verify your eligibility to participate in the campaign.

The period we store your data.

We shall retain your personal data exclusively for the period in which it is necessary to fulfil the purpose of its collection.

There may also be circumstances wherein we are required to retain some of your personal data, as the case may be, for a longer period. These include:

- In case that there is a legal obligation to do so under a relevant statutory provision, or
- In case of any claims against us, for as long as necessary to defend our rights and legitimate interests before any competent court and any other public authority.

Once we are no longer required to retain your personal data, we will then immediately and irrevocably proceed to destroy such personal data in 12 months from your consent.

Marketing e-mail. During registration, you can register to receive marketing e-mails from TP Vision. When you register, TP Vision will process your personal data to send you information in connection with TP Vision's products and offers.

Legal basis for sending marketing e-mail. The legal basis for sending marketing emails is due to the obligation of the consent you may have provided. You may unsubscribe to the newsletter at any time by clicking "Unsubscribe" within the email.

Personal data we process for sending marketing e-mail. We will process your name and email address in order to send you the relevant marketing e-mail.

The period we save data for sending marketing e-mail. We will hold your data for this purpose until you withdraw your consent by clicking the unsubscribe link in a marketing e-mail or we will hold it for a maximum of a 12-month period.

Data controller and third parties. TP VISION EUROPE B.V, Sede secondaria Italiana con sede in VIA TORINO 3/5, 20814 VAREDO (MB), Italy is the data controller for your personal data.

We may share your personal data with third parties to provide and administer the campaign that you participate in. We always have contractual protections in place for the protection of your personal data. If we process any data outside of the EU, we will take all required measures required for transfer of such data under applicable legislation.

Your rights. You have several rights relating to your personal data. You can always contact TP Vision if you want information



about what personal data we hold about you, to request a correction of the personal data, if you want to transfer or to request a limitation of the processing of the personal data as well as if you want to object or request deletion of your information. The easiest way to do this is to contact TP Vision via privacy@tpv-tech.com.

<http://www.tpvision.com/privacy-policy/>

Complaints. If you have a complaint about our processing of your personal data, you have the right to lodge a complaint with the supervisory authority. If you want to learn what the supervisory authority in your country is, you may contact TP Vision.