

Luxafloor® Promotion details

Promotion Name	DULUX LUXAFLOOR® FLOORING SEASON PROMOTION 2020
Promoter	The Promoter is DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton, 3168, Australia.
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence at 6.00am AEDT on 01/12/20 and will close at 11.59pm AEDT on 15/1/21
Entry restrictions	<p>This promotion is only open to individuals and businesses/companies that hold a Dulux Trade Customer account excluding any government bodies or entities (local, State or Federal). Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions.</p> <p>Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.</p> <p>Employees (and their Immediate Families) of the Promoter or Dulux Trade outlets participating in this promotion or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. “Employees” means any directors, management, employees, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. “Immediate Family” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.</p>
How to enter	To enter and be eligible to win, eligible entrants must, during the Promotion Period, purchase 20 LITRES of DULUX LUXAFLOOR® FLOORING PRODUCTS (Qualifying Purchase) using their DULUX TRADE ACCOUNT. Entry is automatic on purchase.
Prize draw	A random electronic prize draw will be conducted at Switch Marketing, 6 Hodgson St, Kew VIC 3101 at 2pm AEDT on 5/02/2021 by a representative of the Promoter. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Sixteen (16) entries randomly drawn from all valid entries received nationally during the Promotion Period will win a prize as detailed below.
Prize details	<p>The first valid entry randomly drawn will win the ‘Major Prize’, valued at \$14,862AUD including:</p> <ul style="list-style-type: none"> - 1 x LG UN7300 65” 4K UHD ThinQ TV (2020) valued at \$1,300AUD - 1 x Sonos Playbar Wireless Soundbar valued at \$1,069AUD - 1 x Apple i-Pad 32GbWiFi (Space Grey) 7th Gen valued at \$549AUD - 1 x Breville Nespresso Creatista Plus Coffee Machine valued at \$799AUD - 1 x Shmick Twin Zone Alfresco Beer & Wine Bar Fridge, Model JC190-GG valued at \$2,359AUD - 1 x Ultra Feel Plus Massage Chair valued at \$5,129AUD - 1 x Oculus Quest all in one VR gaming headset valued at \$860AUD - 1 x 7ft Slate Walnut Frame Pool Table with accessories (2 x Pool cues, 1 x Pool ball set, 1 x Triangle & 12 x Chalk tubes) valued at \$1,799AUD - 1 x Foldable Poker Table, Model PK018 7’ MDF valued at \$849AUD - 1 x Poker Set in Aluminium Case Model PR02702SP4 valued at \$149AUD <p>The next five (5) valid entries drawn will each win an Apple Airpod (2nd Gen), each valued at \$299 AUD inclusive of GST.</p> <p>The next five (5) valid entries drawn will each win a Garmin Instinct (Tundra) Sports Watch, each valued at \$399AUD inclusive of GST.</p> <p>The next five (5) valid entries drawn will each win a Nespresso CitiZandMilk coffee machine, each valued at \$329AUD inclusive of GST.</p> <p>The total Prize Pool is valued at \$19,997AUD inclusive of GST.</p>

Notification	Winners will be notified by phone and in writing within two (2) business days of the Prize Draw and will be advertised at www.duluxprotectivecoatings.com.au from 24/02/21.
Prize claim date and time	Prizes must be claimed within 3 months of the end of the Promotion Period.
Unclaimed prize draw	If required, an unclaimed prize draw may take place on 21/05/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will have their name(s) published on the website www.duluxprotectivecoatings.com.au on 3/06/2021.
Entry limits	Eligible entrants who purchase multiples of 20-litres of eligible flooring products will receive multiple chances to win – every 20-litre purchase of the eligible products as stated above represents one entry.
Trade Account Holders	Dulux Trade Account Customers must not be in breach of the Promoter's trading terms at any time during the Promotion Period and must not have overdue monies owing as at the closing date in order to be eligible to claim any prize. Each Dulux Trade Account Customer's account must be paid in full by the agreed trading terms of the Dulux Trade Account to be eligible to claim any prize. All other normal trading conditions of the Promoter apply.
Additional prize terms and Verification Requirements	<p>The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, and subject to relevant state and territory regulations, reserves the right to substitute the prize (or that part of the prize) with a prize to the equivalent value and/or specification.</p> <p>If a business/company is a winner, the prize will be awarded to the owner or manager (as determined by the Promoter) of the business/company who may, in his/her absolute discretion, allocate the prize to any employee of that business/company.</p> <p>Prizes will be delivered to each winner's nominated address. Delivery of the Major Prize will be to one (1) location only (i.e. the Promoter will not deliver separate prize components to multiple addresses). The prize does not include installation/assembly of any prize components (with the exception of the pool table, which will include assembly).</p> <p>'iPad' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor of this promotion.</p> <p>Prizes are valued in Australian dollars at the time of drawing up these terms and conditions. The Promoter accepts no responsibility for any variation in the prize value during the Promotion Period. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.</p> <p>Allow 28 days for delivery of prizes from date of notification.</p>
Permit Numbers	Permits: NSW Authority No: TP/00158; ACT Permit No: TP 20/01337.1; SA Licence No: T20/1196

- Information on how to enter the **Dulux Luxafloor® Flooring Season Promotion 2020** and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
- All entrants 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 prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
- Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
- 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 enters. No correspondence will be entered into.
- 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 (including without limitation war, terrorism, state of emergency, pandemic or any other kind of disaster), the Promoter reserves the right, in its sole

- discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the **Dulux Luxafloor® Flooring Season Promotion 2020**, as appropriate. Changing, modifying or suspending the Promotion is subject to relevant state and territory regulations.
6. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion, and that if they choose to participate they will do so at their own risk.
 7. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
 8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
 9. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
 10. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
 11. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
 12. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
 13. 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 entry or prize 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 in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
 14. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition 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). 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).
 15. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

16. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
17. **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.
18. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <http://www.dulux.com.au/privacy-policy>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.