

TERMS AND CONDITIONS

Promotion Name	DULUX LUXAFLOOR® FLOORING SEASON PROMOTION 2023
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 12:00AM AEDST on 15 November 2023 and will close at 11.59PM AEDST on 31 December 2023 (Promotion Period).
Participating Store	Stores participating in the Promotion are selected Dulux stores and Dulux stockists nationally. Participating Stores will display promotion materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
Entry restrictions	<p>This promotion is only open to individuals and businesses/companies that hold a Dulux Trade Customer account excluding Commercial Trade Accounts and any government bodies or entities be they local/state/federal for purchases made in Australia (Eligible Entrant). Entrants under 18 years of age must get permission from a parent or guardian before entering and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Employees (and their Immediate Families) of the Promoter, the Participating Store or its 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(ies)" 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).</p> <p>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, an eligible individual or an authorised representative of an eligible business/company must, during the Promotion Period, purchase 20 LITRES of DULUX LUXAFLOOR® FLOORING PRODUCTS (Eligible Products) using their DULUX TRADE ACCOUNT (Qualifying Purchase). Entry is automatic on purchase.
Major Prize Draw & Secondary Tier Prize Draw	<p>A random electronic prize draw will be conducted at 6 Hodgson St Kew Vic 3101 (Draw Location) by a representative of the Promoter at 2pm AEDST on 17/01/2024.</p> <p>The first (1st) valid entry randomly drawn from all valid entries received up to the time of the relevant draw will win the Major Prize as detailed in 'Prize Details'.</p> <p>The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn.</p>
Prize Notification	Prize Winners will be notified by email & phone within seven (7) days of the Prize Draw, and their names published on www.duluxprotectivecoatings.com.au on the 2 nd February 2024
Prize Details	<p>Major Prize</p> <p>The Major Prize winner will win the opportunity to play a contingency game (The "Game") for the chance to win the Seven Wonders of The World Holiday for two people traveling to Machu Picchu – Peru, Christ the Redeemer – Rio, Brazil, The Colosseum - Rome, Italy, Petra - Jordan, The Egyptian Pyramids – Cairo, Egypt, The Taj Mahal – Delhi, India, The Great Wall of China – Beijing, China. Holiday Inclusions:</p> <ul style="list-style-type: none"> • 2 x Business Class Round World Flights. • 4 Nights' Accommodation in each destination in 5 Star Accommodation based on 2 adults twin share • Breakfast Daily for 2 Adults • Hotel to Airport round trip transfers in all destinations • One privately guided tour for 2 adults to each landmark site in each destination city • A\$10,000 Spending Money

	Major Prize valued at A\$94,775
Contingency Game	<p>The Major Prize winner of the Game ("Participant") must respond to the winner notification no later than 12:00PM AEDST on 16 February 2024 in order to attend the Game. If the Participant cannot attend the Game, the Participant may appoint a proxy over 18 years of age to play the Game on their behalf provided the Participant gives the Promoter written, signed notice to that effect before the start of the Game. If the Promoter has not been able to contact the Participant before the start of the Game, an independent proxy will be appointed to play the Game on the Participant's behalf.</p> <p>The Game will take place at a mutually agreed Dulux Trade Network store at 12:00PM AEDST on 1 March 2024. In the event that the venue is unable to accommodate the Game for any reason, the Game will take place at the Promoter's office in the Participant's nearest capital city. All costs associated with attending the Game are the sole responsibility of the Participant. In the event that travel is restricted in the Participant's State/Territory for any reason or due to any COVID-19-related public health orders, the Participant may participate in the Game via Zoom video call whereby they will select one (1) envelope from each Group and a representative of the Promoter will select the envelope on their behalf.</p> <p>There will be a total of seventeen (17) envelopes divided into three (3) groups (each a "Group"). Each group will be numbered 1 to 3. Group 1 will consist of two (2) envelopes; Group 2 will consist of five (5) envelopes; and Group 3 will consist of ten (10) envelopes. One (1) envelope from each Group will contain a promotional message representing the Major Prize. The other envelopes within each Group will each contain a promotional message representing 10,000AUD ("Consolation Prize"). The Participant/proxy/representative ("Attendee") must choose only one (1) envelope from each Group (for a total of three (3) envelopes) without touching, handling or interfering in any way with any of the other envelopes on display. If each envelope selected by the Attendee contains the promotional message representing the Major Prize, then, subject to verification by the judges, the Participant will win the Major Prize Seven Wonders of The World Holiday. If the Attendee selects an envelope containing a promotional message representing a Consolation Prize, then the Major Prize will not be given away and, subject to verification by the judges, the Participant will win \$10,000AUD to be awarded via Direct Debit to the Major Prize winners nominated bank account.</p> <p>The Participant's odds of winning the Contingency Game are 1 in 100. The odds of winning the Major Prize Draw to be a Participant may be higher than the odds of the Participant winning the Contingency Game and will depend upon the number of entries received.</p>
Additional prize terms and Verification/Proof of Purchase Requirements:	<p>If the Major Prize Seven Wonders of The World Holiday is won playing the Contingency Game, the following conditions apply:</p> <ol style="list-style-type: none"> 1. The Major Prize winner must travel within 12 months of winning the Major Prize holiday. The Promoter or its agencies will make the winners' travel reservations, subject to booking and flight availability. Travel is subject to availability at all times. Restrictions and block out periods apply including school holidays. Prize includes prepaid airfare taxes and standard checked luggage surcharges. Further conditions may apply. If for any reason the winner does not, once the holiday prize has been booked, take the holiday prize at the time stipulated, then the holiday prize will be forfeited. Once travel has been booked no changes may be made. The winning entrant and his or her travelling companion must travel on the same flight, at the same time and are responsible for their own transportation from their homes (whether they live in a metropolitan area or a regional area) to their nearest capital city airport. The Promoter may book flights with any airline in its absolute discretion. 2. All costs associated with the travel prize which are not expressly stated to be included in the Major Prize details, such as spending money, incidental hotel charges (such as mini bar, movies, telephone calls, food or beverages), transfers, meals, taxes, insurance, other travel or accommodation, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and their travelling companion are responsible for ensuring they have all necessary travel insurance and documents required to travel to all the countries listed within the

	<p>itinerary and any other relevant place(s) (including any passports and visas). Visa's will apply in some destinations. Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of the travel Prize and any costs incurred by the winner or their travelling companion as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize. The Promoter makes no representations about the travel destination. A credit card imprint or cash deposit may be required by the hotels from the winning entrant at check-in to the hotel for incidental charges during the winning entrant's (and his or her companion's) stay. The winner or their travelling companion must hold a valid credit card and present it at check in. The Promoter is not responsible for any damage to their ship cabin/hotel room caused or contributed by the winning entrant or his or her companion.</p> <ol style="list-style-type: none"> 3. Major Prize winner is responsible for compliance with any health, passport, visa and other requirements for entry listed within the holiday itinerary, any country en-route and for return to Australia (Travel Requirements). Major Prize winner is responsible for making themselves familiar with, and following, the Australian Government's travel advisory and consular assistance advice available at www.smarttraveler.gov.au. 4. Where business class is unavailable on any of the connecting flight sectors, economy class will be booked. 5. For the avoidance of doubt, any costs incurred in sourcing visas, travel insurance and / or passports are the responsibility of the Major Prize winner. 6. Participation in the travel prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the prize (Third Party Terms). 7. Travel Prize participants are responsible for compliance with all applicable Travel Requirements and Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the Prize. The Promoter assumes no liability (and will provide no compensation) to a Prize winner and/or travelling companion who, as a result of any failure to comply with any Travel Requirements or Third Party Terms: (a) is unable to participate in the Prize (or any part of it); (b) is refused entry into any country; or (c) suffers any other loss or damage. <p>Entrants must retain their original purchase tax invoice receipt for all their entries as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrants entries and forfeiture of any related right to participate in the promotion or claim a prize. The purchase receipt must clearly specify the store of purchase, the value of the purchase, that eligible products have been purchased, the quantity of eligible products purchased, date of purchase and purchase receipt number. Purchase receipt(s) must be in the form of a valid Australian tax invoice, as defined by the Australian Taxation Office. Participating stores may not supply duplicate receipts for misplaced or indecipherable receipts.</p> <p>Entrants must, at the request of the Promoter, provide proof of identity, age and residency.</p> <p>Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value.</p>
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	Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
Total Prize Pool	Up to \$94,775AUD
Prize Claim Date and Time	Prize must be claimed by 11:59PM AEDT on 7 June 2024
Unclaimed Prize Draw	If the prize remains unclaimed or is forfeited for any reason, the Promoter may conduct a further draw as the Promoter deems necessary to distribute the unclaimed prize which will be determined at the contingency game event which will take place on the 15/3/24 , subject to any written directions under relevant Lottery and Gaming Regulations. The Unclaimed Prize Draw (if any) shall take place at at the same time and place as the original draw on the 14 June 2024. Winner will be notified by phone and email within 2 business days of the draw and published on www.duluxprotectivecoatings.com.au on the 19 June 2024
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..
Permit Numbers	NSW Authority No: TP/00158; ACT Permit No: TP 23/01442; SA Licence No: T23/1106
Trade Account Holders	Dulux Trade Account Holder 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 Holder 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.

- Information on how to enter the Dulux Luxafloor® Flooring Season Promotion 2023 and prizes form part of these Terms and Conditions. Participation in this Promotion 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.
- Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
- 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 2023 as appropriate and subject to any written directions from a relevant regulatory authority.
- An entrant's entry must not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
- The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
- Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
- Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize. 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 or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. 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 promotion subject to approval from any relevant authority.

11. 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.
12. 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.
13. Subject to the unclaimed prize draw clause, if for any reason the winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
14. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Prizes, or any unused portion of a prize, are not transferable or exchangeable unless otherwise specified.
16. 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.
17. The Promoter may communicate or advertise this promotion using Facebook, LinkedIn or Instagram. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, LinkedIn or Instagram. Entrants are providing their information to the Promoter and not to Facebook, LinkedIn or Instagram. Each entrant completely releases Facebook, LinkedIn or Instagram from any and all liability.
18. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
19. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
20. 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 a prize.
21. 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 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). 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).
22. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this promotion. 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

23. 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.
24. 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.
25. 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.