

## **TERMS AND CONDITIONS**

<b>Promotion Name</b>	<b>DULUX LUXAFLOOR® WIN A \$1000 PROMOTION</b>
<b>Promoter</b>	The Promoter is DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton, 3168, Australia
<b>Promotion Type</b>	Game of Chance
<b>Promotion Period</b>	The Promotion will commence at 12:00AM AEDST on 15 November 2023 and will close at 11.59PM AEDST on 31 December 2023 ( <b>Promotion Period</b> ).
<b>Participating Store</b>	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.
<b>Entry restrictions</b>	<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 (<b>Eligible Entrant</b>). 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>
<b>How to enter</b>	To enter and be eligible to win, an eligible individual or an authorised representative of an eligible business/company must, during the Promotion Period, spend \$5,000 inc GST or more on DULUX LUXAFLOOR® FLOORING PRODUCTS ( <b>Eligible Products</b> ) using their DULUX TRADE ACCOUNT ( <b>Qualifying Purchase</b> ). Entry is automatic on purchase.
<b>Prize Draw</b>	<p>A random electronic prize draw will be conducted at 6 Hodgson St Kew Vic 3101 (<b>Draw Location</b>) by a representative of the Promoter at 2pm AEDST on 17/01/2024.</p> <p>The first five (5) valid entries randomly drawn from all valid entries received up to the time of the relevant draw will win the 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>
<b>Prize Notification</b>	Prize Winners will be notified by email & phone within ten (10) business days of the Prize Draw, and their names published on <a href="http://www.duluxprotectivecoatings.com.au">www.duluxprotectivecoatings.com.au</a> on the 2 <sup>nd</sup> February 2024
<b>Prize Details</b>	The five Prize Winners will each win A\$1,000 cash awarded via Direct Debit to their nominated bank account within 14 business days of notification.
<b>Additional prize terms and Verification/Proof of Purchase Requirements:</b>	<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>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.</p> <p>Eligible Entrants can only win one \$1,000 Prize.</p>
<b>Total Prize Pool</b>	\$5,000AUD
<b>Prize Claim Date and Time</b>	Prize must be claimed by 11:59PM AEDT on 7 June 2024
<b>Unclaimed Prize Draw</b>	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 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.
<b>Entry limits</b>	Eligible entrants who purchase multiples of A\$5,000 inc GST of eligible flooring products during the promotional period will receive multiple chances to win – every A\$5,000 inc GST spent on eligible products during the promotional period as stated above represents one entry.
<b>Permit Numbers</b>	NSW Authority No: TP/00158; ACT Permit No: TP 23/01446
<b>Trade Account Holders</b>	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.