

Competition Details

Promotion Name	DULUX CHANCE TO WIN THE TRIP OF A LIFETIME PROMOTION
Promoter	The Promoter is DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Rd, Clayton VIC 3168. Ph: (03) 9263 5678
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence on 1/2/24 and close at 11:59PM AEST on 30/04/24 (Promotion Period).
Participating Store	Stores participating in this promotion are national Dulux stockists that display promotion materials or stock Dulux Premium products. If in doubt, an entrant may ask a store whether or not they are participating in the promotion. It is the responsibility of the entrant to check with the Participating Store as to which store category the outlet is in and subsequently which prizes are available to be won in the particular Participating Store.
Entry Restrictions	<p>This promotion is only open to residents of Australia who are aged 18 or over.</p> <p>This promotion excludes Dulux Trade Account Holders.</p> <p>Employees (and their Immediate Families) of the Promoter, Participating Stores 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	<p>To be eligible to enter and be eligible to win, entrants must, during the Promotion Period, purchase two (2) litres or more of any Dulux branded paint product (each an "Eligible Product") in a single transaction from a Participating Store (Qualifying Purchase).</p> <p>After making their Qualifying Purchase, entrants must, during the Promotion Period, visit www.dulux.com.au, follow the prompts to the promotion entry page, select which Participating Store their Qualifying Purchase was made at, and submit the entry form with all required details, including the entrant's full name, email address, postcode, contact number and a copy of their proof of purchase, as well as agreeing to receive marketing material from the Promoter and selecting that they have read and accept these Terms and Conditions.</p> <p>For clarity, the acceptable file formats for receipt uploads are JPG/PNG/HEIF with a max size 3MB.</p> <p>Upon submitting the fully completed entry form, individuals will be notified if they have won an instant prize. Instant Prize winners will be notified immediately on screen if they have won an Instant Win Prize (defined under 'Prize Details') and will be sent an email confirming their Instant Win prize. Non-winners will also be notified immediately on screen that they are not successful. All entrants including Instant Prize Winners and Non-Winners will be automatically entered into the Major Prize Draw.</p>
Prize details	<p>Instant Prizes:</p> <p>There are fifty (50) Instant Win Prizes to be won during the promotional period.</p> <p>Instant Win prizes will be a A\$100 Airbnb e-voucher.</p> <p>A maximum of 3 (three) Instant Prizes can be won per eligible entrant.</p> <p>The total value of the Instant Prizes is A\$5,000</p>

	<p>Instant Win Prizes will be sent via email in the form of an e-voucher to the email address provided by the entrant on the online entry form and will be processed at the close of the promotion. Allow 28 days for delivery of prize from close of promotion.</p> <p>Major Prize: The opportunity to play a contingency game (the “Game”) for the chance to win a holiday for two people including:</p> <ul style="list-style-type: none"> - Return airfares from the winners nearest capital city flying Business Class air travel on Emirates Airlines & Business Class travel on Aegean Airlines or similar. - 1 Night’ accommodation in Rome Airport Italy in 5 Star Accommodation based on 2 adults twin share. - 9 Nights’ accommodation Positano Italy in 5 Star Accommodation based on 2 adults twin share - 10 Nights’ accommodation Santorini Greece in 5 Star Accommodation based on 2 adults twin share - 10 Nights’ accommodation Lisbon Portugal in 5 Star Accommodation based on 2 adults twin share. - Hotel to Airport return transfers. - Breakfast daily. - A\$10,000 cash spending money <p>The total value of the Major Prize is A\$90,000</p>
Major Prize Draw	<p>A random electronic Prize Draw will take place at Switch Marketing, 6 Hodgson Street, Kew VIC 3101 (Draw Location) by a representative of the Promoter at 2:30PM AEDT on 7/5/24</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>The first valid entry randomly drawn from all valid entries received up to the time of the relevant draw will win the Major Prize.</p>
Notification	<p>Provisional Instant Prize winners will be notified on-screen immediately.</p> <p>Major Prize winner will be notified by phone and in writing 2 business days of the applicable draw and all winner’s names will be published at www.dulux.com.au from 17/5/24.</p>
Unclaimed Prize Draw	<p>If any Instant Win prize remains unclaimed or is forfeited for any reason, the Promoter may conduct a further draw or draws as the Promoter deems necessary to distribute any unclaimed prize(s), subject to any written directions under relevant Lottery and Gaming Regulations. The Unclaimed Prize Draw (if any) shall take place at 2pm AEST on the 30/8/24 at the same location as the original draws and their names will be published at www.dulux.com.au from 6/9/24.</p>
Entry Limits	<p>A maximum of three (3) entries permitted per person.</p>
Contingency Game	<p>The Major Prize winner of the ‘Game’ (“Participant”) must respond to the winner notification no later than 12:00PM AEDT on 4/6/24 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, a representative of the Promoter will play the Game on the Participant’s behalf.</p> <p>The Game will take place at the Promoter’s office located in the participant’s State or a mutually agreed location at 12:00PM AEDT on 21/6/24. 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 due to any COVID-19-related or other 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</p>

	<p>(each a “Group”). Each envelope will be numbered 1 to 3 according to its Group. 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 holiday Major Prize. The other envelopes within each Group will each contain a promotional message representing A\$5,000 cash (“Consolation Prize”).</p> <p>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 holiday Major Prize.</p> <p>If the attendee selects an envelope containing a promotional message representing the Consolation Prize across any of the three envelope groups (Group 1, Group 2 or Group 3), then the game will cease to continue, the Major Prize will not be given away and, subject to verification by the judges, the Participant will win a maximum of A\$5,000 cash, paid within 28 days of the contingency game taking place.</p> <p>The cash component of the Holiday Major Prize or the Consolation prize is to be paid via Direct Debit to the Major Prize winners nominated bank account within 28 days of the contingency game taking place.</p> <p>The Participant’s odds of winning the Contingency Game are 1 in 100.</p> <p>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>
<p>Verification Requirements/Proof of Purchase</p>	<p>Entrants must retain their original itemised receipt/s to verify each entry and must retain these until their prize has been received. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotion Period but prior to entry.</p> <p>A copy of the full purchase receipt must be successfully uploaded with the entry form for the entry to be accepted. If an entry is incomplete or indecipherable or the purchase receipt does not accompany the online entry form (or the receipt is incomplete, illegible or indecipherable), the entry will be deemed invalid. Entrants should check to ensure that their purchase receipt details comply with the submission requirements and that the receipt has successfully uploaded online. Should an entry be incomplete, the promoter reserves the right to use reasonable endeavors to contact the entrant in an effort to verify the entry, however the promoter is not obligated to do so. To ensure the validity of their entry, it is each entrants responsibility to provide the full purchase receipt and all other requested information, as specified in these Terms and Conditions.</p>
<p>Addition prize terms</p>	<p>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 replacement prize to an equal value.</p> <p>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.</p>

	<p>All costs associated with the travel prize which are not expressly stated to be included in the Prize details, such as 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 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 hotel room caused or contributed by the winning entrant or his or her companion.</p> <p>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.</p> <p>Where business class is unavailable on any of the connecting flight sectors, economy class will be booked.</p> <p>For the avoidance of doubt, any costs incurred in sourcing visas, travel insurance and / or passports are the responsibility of the Major Prize winner.</p> <p>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).</p> <p>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> <p>Any ancillary costs associated with redeeming the AirBnB voucher are not included. Any unused balance of the AirBnB voucher will not be awarded as cash. Redemption of the AirBnB voucher is subject to any terms and conditions of the issuer including those specified on the voucher. Conditions apply to the use of the use of the AirBnB voucher which are available at https://www.airbnb.com.au/help/article/3106</p> <p>Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. 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>
Permit Numbers	NSW Authority No: TP/00158; ACT Permit No: TP23/02510; SA Licence No: T23/1925

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Terms and Conditions

1. Information on how to enter the promotion and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. 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.
3. 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.
4. 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).
5. 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.
6. 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.
 - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion, which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the promotion, as appropriate.
8. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other 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.
9. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
10. Total prize pool valued upto is A\$95,000.
11. 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.
12. 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.
13. As a condition of claiming a prize, the winners 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.
14. The Promoter may communicate or advertise this promotion using Facebook and/or Instagram or another social media platform. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. Entrants are providing their

information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.

15. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
16. 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.
17. 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.
18. 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 as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
19. 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.
20. 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 prizes. 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.
21. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoter's products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.
22. 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.
23. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act*. A copy of the Promoter's privacy policy can be viewed at <https://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. The Promoter will not disclose personal information to any entity outside of Australia.