

RACE TO WIN

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COMPETITION DETAILS

Promotion Name	DULUX LUXAFLOOR® FLOORING SEASON PROMOTION
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 01/12/17 and will close at 11.59pm AEDT on 31/12/17.
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 be they local/state/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. 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, the Participating Store 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, concessionaires, 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, stepsister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.</p>
How to enter	To enter and be eligible to win, an eligible individual or an authorized representative of an eligible business/company must, during the Promotion Period, purchase 30 LITRES of DULUX LUXAFLOOR® FLOORING PRODUCTS from a Participating Store (Qualifying Purchase) using their DULUX TRADE ACCOUNT. Entry is automatic on purchase. Participating Stores are selected Dulux Luxafloor stockists nationally. Participating Stores will display promotional materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
Prize draw	<p>A random electronic prize draw will be conducted at Switch Marketing, 6 Hodgson St, Kew VIC 3101 at 2pm AEDT on 22/01/2018 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.</p> <p>The first twenty-one (21) entries randomly drawn from all valid entries received nationally during the Promotion Period will win a prize as detailed below.</p>
Prize details	<p>The first valid entry drawn will win a Holiday for two, valued at up to AU \$14,697, including:</p> <ul style="list-style-type: none">- Return economy airfares for two from the winner's nearest capital city to Nice, France;- Seven nights' twin share accommodation staying at the Splendid Hotel & Spa or similar; and- Round trip shuttle transfers from Nice Airport to hotel.- 30 Minute Tour for 2 people in a Ferrari in Nice.- 2 x Grandstand A1 tickets to the Monaco Grand Prix on Sunday 27th May 2018 (excludes transfer)- \$1000 AUD Spending Money

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The next five (5) valid entries drawn will win a V8 Race Experience for two people. Valued at \$498 AUD each. Total value \$2,490AUD inclusive of GST.

The next five (5) valid entries drawn will win a set of Bose Quietcomfort 35 ii wireless over-ear headphones, valued at \$499AUD each. Total value \$2,495AUD inclusive of GST.

The next ten (10) valid entries drawn will win a Google Home, valued at \$198AUD each. Total value \$1,980AUD inclusive of GST.

The total Prize Pool is valued at \$21,662 AUD inclusive of GST.

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 05/02/18.
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 04/05/2018 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 16/05/2018.
Entry limits	Eligible entrants who purchase multiples of 30 litres of eligible flooring products will receive multiple chances to win – every 30 litre purchase of the eligible products as stated above represents one entry.
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.
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>The prize will be awarded to the owner or manager (as determined by the Promoter) of the respective winning business/company who may, in his/her absolute discretion, allocate the prize to any employee of that business/company.</p> <p>Travel prize winner must travel within 12 months of notification of winning the prize. If the travel prize winner cannot travel at the time of the Monaco Grand Prix, the travel prize winner may forfeit the 2 x Grandstand A1 tickets. The 2 x Grandstand A1 tickets to the Monaco Grand Prix are not transferable or exchangeable and cannot be taken as cash.</p> <p>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. If the travel winner wishes to travel outside the periods stipulated above, they must consult the relevant agent and pay any excess in costs. 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 prize has been booked, take the prize at the time stipulated, then the 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 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 France and any other relevant place(s) (including any passports and visas). Any alterations or extensions to confirmed Prize details must be approved in</p>

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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 hotel 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 the hotel room caused or contributed by the winning entrant or his or her companion.

Travel Prize winner is responsible for compliance with any health, passport, visa and other requirements for entry into France, any country en-route and for return to Australia (**Travel Requirements**). Travel Prize winners are responsible for making themselves familiar with, and following, the Australian Government's travel advisory and consular assistance advice available at www.smarttraveler.gov.au.

For the avoidance of doubt, any costs incurred in sourcing visas and / or passports are the responsibility of the travel Prize winners.

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**).

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.

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.

V8 Race Experience includes - Use of race suit and helmet, Pre-drive Tuition, personal in-car coach - 4 laps, choice of V8 Ford or Holden.

For the V8 experience, the exact race track the prize takers will visit will depend on their State/Territory of residence, as outlined below. Prize takers can nominate which track they would like to attend from the list below and must make their own way to/from the relevant race track, and any ancillary costs associated with taking this component of the prize (including but not limited to transfers and accommodation) will be the responsibility of the prize takers and will not be borne by the Promoter.

- VIC: Sandown Raceway in Springvale,
- NSW: Sydney Motor Sport Park in Eastern Creek
- SA: Mallala Motor Sport Park in Mallala
- WA: Barbagallo Raceway in Perth
- QLD: Queensland Raceway in Willowbank
- NT: Hidden Valley Raceway in Hidden Valley
- TAS: Symmons Plains in Perth

Each relevant prize taker acknowledges that the V8 Race Experience (**Activity**) is a dangerous activity that may result in injury or death, and participate at their own risk. Prize must be taken by 31/10/2018 and is subject to booking availability. V8RACE will provide the Racing Experience Prize ("V8Race").

Each prize taker

- a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood
- b) alcohol testing) of the Promoter and the V8RACE as determined by them in their absolute discretion;

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- c) must declare to the Promoter or the V8RACE any health-related issues that may affect his/her safe participation in the Racing Experience Prize and obtain a written clearance from their doctor in this respect;
- d) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Racing Experience Prize; (d) must not be under the influence of any drugs or alcohol;
- e) must comply with all directions of
- f) the Promoter, the V8RACE, the nominated driver and race officials; and
- g) must wear all safety and other equipment required.

The Promoter and the V8RACE in their absolute discretion

- a) will nominate a qualified driver;
- b) reserve the right to refuse to allow a prize taker to take part in any or all aspects of the Racing Experience Prize if they reasonably believe they pose a safety risk or for any other reason;
- c) may cancel the Racing Experience Prize if the conditions are deemed dangerous. If the Racing Experience Prize is varied for any reason beyond the control of the Promoter it may not be rescheduled and in which case, no compensation will be offered.

Google Home product includes Google Home device & AU/NZ compliant Generic Adaptor
Bose Quietcomfort 35 ii wireless over-ear headphones (black or silver depending on colour availability) includes QC35 wireless headphones II, USB charging cable, audio cable.

Permit Numbers

Permits: NSW Permit No: LTPS/17/19391; ACT Permit No: ACT TP 17/02280; SA Licence No: T17/2128

1. Information on how to enter the **Dulux Luxafloor® Flooring Season 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. 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.
5. 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 (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the **Dulux Luxafloor® Flooring Season Promotion**, 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 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.
7. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used.
8. 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

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communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.

9. 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.
10. 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.
11. 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.
12. 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.
13. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
14. 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.
15. 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).
16. 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.
17. 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.
18. 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.
19. 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.