

RAPID FINISH SPRAY GUN FREE 800ml POT PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, participating hardware retailers and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on 30/09/2014 and ends at 11:59pm AEDST on 31/7/2018 ("**Promotional Period**") or when stocks are exhausted.
5. To claim, individuals must complete the following steps during the Promotional Period:
 - a) Purchase a Rapid Finish Multi-Purpose spray unit in a single transaction during the Promotional Period ("**Qualifying Transaction**"); and then
 - b) visit www.dulux.com.au/products/rapid-finish, follow the prompts to the promotion claim page, input the requested details (including their full name, Australian mailing address, mobile telephone number, valid email address) and submit the fully completed claim form so it is received by on later than 11:59pm AEDST on 31/12/2016.
6. Every valid claim received will receive an 800ml paint pot for use with the Rapid Finish Multi-Purpose spray unit. Incomplete or indecipherable claims will be deemed invalid.
7. Multiple claims will be accepted provided that each claim relates to a separate Qualifying Transaction and the claimant completes the online claim form for each Qualifying Transaction.
8. Claimants must retain their original purchase receipt 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 a claimant's claim and forfeiture of any right to a free 800ml pot. Purchase receipt must clearly specify that a Rapid Finish Multi-Purpose spray unit was purchased in a single transaction and that the purchase was made during the Promotional Period but prior to claim.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Errors and omissions will 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.
10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

11. The Promoter's decision is final and no correspondence will be entered into.
12. 800ml pots will be delivered, at the cost of the Promoter, to each claimant's nominated Australian mailing address. Claimants must allow up to 2 weeks from date the claim is received by the promoter to receive the free 800ml pot.
13. The Promoter and the agencies and companies associated with this promotion take no responsibility for 800ml pot being damaged in transit, or for any delay in delivery or if the 800ml pot becomes lost or stolen after it or they have been delivered to, collected by and/or released to the claimant(s).
14. If for any reason a claimant does not claim a 800ml pot prior to Friday 15 January 2017, then the 800ml pot reward will be forfeited.
15. If 800ml pot is unavailable, the Promoter, in its discretion, reserves the right to substitute the 800ml pot with a reward to the equal value and/or specification.
16. Rewards are not transferable or exchangeable and cannot be taken as cash.
17. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
18. 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 but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) taking and/or use of a reward.

22. All claims will be the property of the Promoter. The information claimants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose claimants' personal information to its contractors, agents and service providers to assist in conducting this competition or communicating with claimants. Claim is conditional on providing this information. If the claimant has marked the "opt-in" box on the claim form, the claimant consents to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products, including contacting the claimant via electronic messaging. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Claimants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address below. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.
23. The Promoter is DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton, VIC, 3168, telephone 13 23 77.