

## DULUX REWARDS PROGRAM TERMS & CONDITIONS

### 1. Membership

- a. If you've got a Dulux Trading Account, you're eligible to become a member of the Program. If you apply to become a member of the Program, you're deemed to accept these terms and conditions.
- b. You can't transfer your membership of the Program to any other person.
- c. If you cancel your Dulux Trading Account, you will also cancel your membership of the Program.

### 2. Marketing and promotions

- a. Dulux may use your Personal Information to market and promote Dulux products and services to you, in accordance with the Dulux privacy policy. You may access your Personal Information or obtain the Dulux privacy policy by contacting Dulux. A copy of our Privacy Policy is also available online.

Australia	<p>13 23 77. Open 6 days a week until 7pm EST. Reduced hours on weekends and public holidays.</p> <table border="1"> <thead> <tr> <th data-bbox="504 947 703 981">State</th> <th data-bbox="703 947 1023 981">Monday to Friday AEST</th> <th data-bbox="1023 947 1305 981">Saturday</th> </tr> </thead> <tbody> <tr> <td data-bbox="504 981 703 1014">Eastern States</td> <td data-bbox="703 981 1023 1014">7.30 am - 7.00 pm</td> <td data-bbox="1023 981 1305 1014">8.30 am - 3.00 pm</td> </tr> <tr> <td data-bbox="504 1014 703 1059">South Australia</td> <td data-bbox="703 1014 1023 1059">7.00 am - 6.30 pm</td> <td data-bbox="1023 1014 1305 1059">8.00 am - 2.30 pm</td> </tr> <tr> <td data-bbox="504 1059 703 1126">Western Australia</td> <td data-bbox="703 1059 1023 1126">5.30 am - 5.00 pm</td> <td data-bbox="1023 1059 1305 1126">6.30 am - 1.00 pm</td> </tr> </tbody> </table>	State	Monday to Friday AEST	Saturday	Eastern States	7.30 am - 7.00 pm	8.30 am - 3.00 pm	South Australia	7.00 am - 6.30 pm	8.00 am - 2.30 pm	Western Australia	5.30 am - 5.00 pm	6.30 am - 1.00 pm	<a href="https://www.dulux.co.nz/applicator/footer/privacy-policy-specifiers-architects.html">https://www.dulux.co.nz/applicator/footer/privacy-policy-specifiers-architects.html</a>
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- b. By becoming a member of the Program, you'll receive communications from Dulux about the Program and other communications about Dulux products and services. If you don't want to receive any communications, you may opt out by clicking the unsubscribe link in the communication and Dulux will remove you from the mailing list.

### 3. Earning Points

- a. You accrue Points by purchasing Specified Products from Dulux Trade Outlets. Refer to the Program Website for details on the number of Points accrued for purchasing each Specified Product.
- b. Dulux may (in its absolute discretion) offer bonus Points or may reset the Points accrual amount.
- c. The Points do not accrue for bank fees, government fees and charges, taxes or interest charges incurred on your Dulux Trading Account or purchases for which a refund is subsequently obtained.
- d. Each month, Dulux will e-mail a Dulux Trading Account Statement to you and may (in its absolute discretion) e-mail a Rewards Statement. You may also access your Rewards Statement from the Program Website.

- e. Unless suspended, points are earned and allocated at the time of purchase. The Points earned and allocated will appear on your Rewards Statement within 48 hours after the relevant purchase.
- f. If dollars spent by you have been incorrectly credited or debited or you subsequently obtain a refund for any purchases, Dulux may (in its absolute discretion) adjust the Points accrued.
- g. Dulux may (in its absolute discretion) withhold the Points accrued. If you're in breach of the terms of the Dulux Trading Account, Dulux may (in its absolute discretion) withdraw or cancel the value of Points accrued, and Dulux is not liable for any loss, expense, damage or liability suffered or incurred by you in withholding, cancelling or withdrawing Points.
- h. In addition to the Points, Dulux may (in its absolute discretion) offer Benefits to you. If Dulux offers Benefits to you, the Benefits are subject to these terms and conditions.
- i. If you dispute the Points allocated and included on your Rewards Statement, you must contact Dulux and request an adjustment of the Points balance within 30 days after being included on your Rewards Statement. Otherwise the Points allocated and included on your Rewards Statement is deemed correct.

#### **4. Redeeming Points for Rewards**

- a. You may redeem Points to acquire Rewards specified on the Program Website.
- b. Points are not redeemable for cash or transferable to any person. Rewards are not refundable, replaceable or transferable for cash or credit, or exchangeable for any other Rewards.
- c. To redeem Points, you must comply with security and identification procedures specified on the Program Website.
- d. Dulux may (in its absolute discretion) make any change to the Rewards offered or to the Points required to redeem a Reward. If Dulux changes the Rewards offered or the Points required to redeem a Reward, it will post the change on the Program Website.
- e. Dulux is not liable for any loss, expense, damage or liability suffered or incurred by you as a result of a Reward no longer being available or fraudulent redemption of Points by a person if the redemption has been accepted on the basis of the security and identification procedures applicable at the time.
- f. Any dispute about redeeming Points and acquiring Rewards will be resolved by Dulux (in its absolute discretion) and is final and binding.
- g. Points remain valid for a period of 2 years from the date they are first allocated and included in your Rewards Statement. After this period, the Points expire.
- h. If you don't accrue any Points during a consecutive 12-month period, Dulux may (in its absolute discretion) forfeit all accrued Points.

#### **5. Termination**

- a. Dulux may (in its absolute discretion) suspend or cancel your Dulux Trading Account or your membership of the Program. If your Dulux Trading Account or membership of the Program is suspended, you won't be able to earn or redeem Points. If your Dulux Trading Account or membership of the Program is cancelled, all monies owing to Dulux become immediately due and payable and any unredeemed Points are immediately forfeited.
- b. You may cancel your Dulux Trading Account or your membership of the Program by giving Dulux no less than 30 days' written notice. If you cancel your Dulux Trading

Account or your membership of the Program, any remaining Points or other benefits are immediately forfeited.

- c. Dulux may (in its absolute discretion) suspend, withdraw or terminate the Program. If Dulux terminates the Program, it will give you no less than 30 days' notice to enable you time to redeem any Points to acquire Rewards.

## 6. General

- a. You're responsible for obtaining any independent professional tax advice in relation to any taxation effect arising from your membership of the Program. You're responsible for any tax liability, including any FBT or GST, charged or levied in relation to your redemption of any Points to acquire Rewards.
- b. Dulux's liability for any breach of these terms and conditions is limited to either replacement of the Rewards or Benefits or supply of equivalent Rewards or Benefits as determined by Dulux (in its absolute discretion). This liability is in addition to any other rights and remedies available to you under any applicable consumer law.
- c. To the extent permitted by law:
  - i. Dulux excludes any liability suffered or incurred by you arising out of or connected with the Program, including any consequential or indirect loss and whether caused by a breach of statute, breach of contract, negligence or other tort.
  - ii. Dulux is not responsible for any Reward acquired under the Program, any death or injury, loss or consequential loss or damage arising from or in connection with or caused by a Reward or the loss, theft or destruction of a Reward or a Reward voucher.

For the purpose of this provision, consequential or indirect loss includes loss of income, profit or business, overhead costs or loss of goodwill or reputation.

- d. Dulux provides no warranty with respect to the quality of a Reward or their acceptability or fitness for purpose.
- e. Dulux may (in its absolute discretion) change the Reward or Point value of an item without notice or exclude you from the Program or cancel your participation in the Program.
- f. Any dispute concerning goods or services received as a Reward will be resolved directly between you and the provider of the goods or services the subject of the Reward.
- g. Failure by Dulux to enforce a right under these terms and conditions does not constitute a waiver of that term or condition by Dulux.
- h. Dulux may amend these terms and conditions. If the amendments are minor, Dulux amends these terms and conditions without notifying you. If the amendments are major, Dulux will give you no less than 30 days' notice of the amendments by posting these amended terms and conditions on the Program Website.

## 7. Definitions

**Benefits:** promotions offered to you that don't require redeeming Points to use.

**Dulux:** DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427 if your Dulux Trading Account is in AU and DuluxGroup (New Zealand) Pty Ltd NZBN 9429 031 797 351 if your Dulux Trading Account is in NZ.

**Dulux Trading Account:** the standard 30-day credit account issued by Dulux.

**Dulux Trading Account Statement:** the summary of your previous month's purchases of Dulux products using your Dulux Trading Account.

**Dulux Trade Outlets:** Dulux trade centres and depots and any other stores designated by Dulux as a Dulux Trade Outlet.

**Personal Information:** information collected by Dulux about you when you become a member of the Program.

**Points:** the points allocated to you and which may be redeemed by you to acquire Rewards in accordance with these terms and conditions.

**Program:** the Dulux Rewards Program offered by Dulux on and from 01/01/2021, which provides Points, Rewards and Benefits to you for the purpose of saying "thank you".

**Program Website:** the website at [www.duluxrewards.com](http://www.duluxrewards.com).

**Rewards:** the goods and services listed on the Program Website which may be acquired by you by redeeming Points in accordance with these terms and conditions.

**Rewards Statement:** the statement specifying the Points accrued by you through your participation in the Program.

**Specified Products:** the products which Dulux deems from time to time will attract Points, as detailed in the FAQs on the Program Website.

**you:** a customer accepted for membership of the Program and who holds a Dulux Trading Account.