

## **DULUX SAMPLE POT CASH BACK OFFER**

### **Offer Details**

<b>Offer Name</b>	“Dulux Sample Pot Cash Back Offer” ( <b>Offer</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>	Cash Back Offer
<b>Purchase Period</b>	The Offer will commence at 01/09/2023 and all purchases must be made by close of business on 30/09/2023 ( <b>Purchase Period</b> ).  Offer not valid in conjunction with any other offer.
<b>Claim Period</b>	Claims open on 01/09/2023 and final claims close at 11:59pm AEDST on 31/10/2023 ( <b>Claim Period</b> ).
<b>Participating Store</b>	Stores participating in the Offer are selected Bunnings Hardware, Independent Hardware Group, Inspirations, Paint Spot and DTC stores that stock Dulux paint products ( <b>Participating Stores</b> ). Where a Participating Store has an official online store, the online store will also be deemed participating.  Participating Stores may display promotion materials featuring this Offer. If in doubt, a claimant may ask a store whether or not they are participating in the Offer.
<b>Entry Restrictions</b>	This Offer is only open to residents of Australia for purchases made in Australia.  This Offer is not valid for Trade Customers. Trade Customers that purchase via a Trade Account and receive Trade pricing will not be eligible.  Claimants under 18 years of age must get permission from a parent or guardian before submitting a claim.  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 Offer are ineligible to claim. “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).  The Promoter is responsible for determining whether a person is an eligible claimant in its absolute discretion. The Promoter may require claimants to provide reasonable proof that they meet the requirements for participating in the Offer.
<b>How to Claim</b>	During the Purchase Period, claimants are required to purchase:  a) a minimum of one (1) eligible 100ml or 250ml Dulux Sample Pot ( <b>Sample Pot</b> ) from a Participating Store; and b) either 2L, 4L, 10L or 15L of eligible Dulux Paint ( <b>Dulux Paint</b> ), in a single transaction, from a Participating Store. For clarity 1L paint tins will be deemed acceptable, so long as the total of those 1L tins equates to 2L or 4L. The maximum number of 1L tins in a Qualifying Transaction is four (4),  <b>(Qualifying Transaction)</b>  In the event a receipt is not automatically provided to a claimant at the time of making a transaction, it is the claimants responsibility to ensure that they request a receipt for each Dulux Sample Pot or Paint product purchased.

	<p>Eligible Sample Pots and eligible Dulux Paint products include 2L, 4L, 10L or 15L of the following paint products:</p> <p>Dulux Interior wall, Exterior and DWT products - Wash and Wear, Wash and Wear Plus, Ultra Air, Weathershield, Dulux Aquanamel, Dulux Super enamel</p> <p>To clarify, the purchase of Sample Pot/s and Dulux Paint can be made in a single transaction or across multiple transactions and further, the purchase of a Sample Pot/s and the purchase of the Dulux Paint can be made at the same Participating Store or across multiple Participating Stores.</p> <p>Claimants will be eligible for the following cash back depending on their Qualifying Transaction:</p> <ul style="list-style-type: none"> <li>• Must purchase <b>minimum</b> of 2L of Dulux Paint, in a single transaction, to claim cash back on 1 Sample Pot</li> <li>• Must purchase <b>minimum</b> of 2L of Dulux Paint, in a single transaction, to claim cash back on 2 Sample Pots</li> <li>• Must purchase <b>minimum</b> of 4L of Dulux Paint, in a single transaction, to claim cash back on 3 Sample Pots</li> <li>• Must purchase a <b>minimum</b> of 4L of Dulux Paint, in a single transaction, to claim cash back on 4 Sample Pots</li> </ul> <p>To submit a claim and receive the relevant cash back, claimants must then undertake the following steps during the Claim Period:</p> <ol style="list-style-type: none"> <li>a) log on to <a href="http://www.duluxsamplepot.com.au">www.duluxsamplepot.com.au</a> and follow the prompts to the claim page;</li> <li>b) Input the requested details including full name, email, mobile phone and residential address;</li> <li>c) Provide the required purchase details for both the Dulux Sample Pot/s purchased and the Dulux Paint purchased including receipt numbers when prompted;</li> <li>d) Upload the purchase receipt for 2L, 4L, 10L or 15L of Dulux Paint purchased (only 1 receipt as purchase of Dulux Paint must be in a single transaction);</li> <li>e) Upload the purchase receipt for the 100ml and/or 250ml Sample Pot/s (if separate to the Dulux Paint receipt)</li> <li>f) Provide bank details (for an Australian bank account) for the purposes of receiving the cash back (subject to receipt verification); and</li> <li>g) Submit the fully completed online claim form.</li> </ol> <p>It is the responsibility of the claimant to check that bank details and personal detail (as applicable) provided are correct to ensure the cash back can be provided. An eligible claimant may forfeit the right to the cash back if incorrect details are provided. The Promoter recommends that the claimant checks all details provided on the claim form are correct before submitting.</p>
<b>Cash back</b>	<p>Successful claimants will receive a cash back for up to a maximum of four (4) Sample Pots purchased within their Qualifying Transaction. The cash back amount will be based on the maximum amount of \$6.00 for each 100ml Sample Pot and \$11.90 for each 250ml Sample Pots The maximum cash back any one claimant can receive is \$47.60.</p> <p>Cash back amounts will be based on the maximum amount for each of the 100ml Sample Pot and the 250ml Sample Pots.</p> <p>Cash back will be awarded in the form of an electronic funds transfer into the claimant's nominated Australian bank account as indicated at the time of submitting their claim. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting any payment, or any costs associated with locating any lost monies.</p>
<b>Notification</b>	Successful claimants will be notified by email.
<b>Entry Limits</b>	Only one (1) claim is permitted per person during the Offer.

<b>Verification /Proof of Purchase</b>	Claimants must retain their purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a cash back. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to claim.
<b>Addition terms</b>	N/A

### Terms and Conditions

1. Information on how to claim and cash back form part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. All claimants 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 cash back to the ineligible person. Return of the cash back or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each claimant 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 a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable claims and any claim which has incorrectly entered personal information or had invalid receipts uploaded shall, in the absolute discretion of the Promoter, be deemed invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible claims (including lost, stolen, forged, defaced or damaged proof of claim or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Offer is final and binding on every person who participates. No correspondence claims entries made by a claimant invalid, and/or prohibit further participation by a claimant in this Offer or a cash back if the claimant:
  - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Offer;
  - b. submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or
  - c. engages in conduct in relation to this Offer which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
6. If this Offer 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 Offer, as appropriate.
7. Claims 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 claims are deemed to have been received at the time of receipt into the Offer database and not at the time of transmission by the claimant.
8. Any costs associated with accessing the Offer website is the Claimant's responsibility and are dependent on the internet service provider used. Claimants must submit their claim and/or claims manually using an internet browser.
9. 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 claims or to claimants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Offer. If the Offer 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 Offer.
10. 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 a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

11. As a condition of claiming a cash back, the claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or cash back suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
12. The Promoter may communicate or advertise this Offer using Facebook and/or Instagram or another social media platform. However, the Offer is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. Claimants are providing their information to the Promoter and not to Facebook or Instagram. Each claimant completely releases Facebook and Instagram from any and all liability in connection with this Offer.
13. The cash back is not transferable or exchangeable.
14. The use of any automated entry software or any other mechanical or electronic means that allows a claimant to automatically claim the Offer repeatedly is prohibited and will render claims submitted using such means as invalid.
15. 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 Offer, 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 claim or cash back 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 cash back value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the cash back.
16. 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 Offer or accepting or using any cash back, 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).
17. Claimants irrevocably 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 Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. The Promoter collects personal information in order to conduct the Offer and may, for this purpose, disclose such information to third parties required for the provision of the cash back. Participation is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If claimants do not provide the information requested they will not be able claim a cash back in this Offer.
19. In addition to the privacy term set out above, if the claimant has ticked the "opt-in" box, the Promoter may also use personal information provided by claimants 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.
20. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Offer 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.
21. 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, claimants can contact the office of the Promoter.