

Win a Mighty Helpful Helper
DULUX AUSTRALIA (a division of Orica Australia Pty Ltd) ("Promoter)
See in-store for full Conditions of Entry
Promotion Period: 01 November 2009 to 30 November 2009

CONDITIONS OF ENTRY

1. Information on how to enter this Promotion and prizes form part of these Conditions.
2. Entry into this Promotion is deemed to be acceptance of these Conditions.
3. The Promotion is only open to individuals who:
 - I. are residents of Australia; and
 - II. are not employees (or immediate family of such employees) of Dulux Australia, Duluxgroup or Mitre 10 Australia or its member stores, or any of its related corporations or any of their agencies associated with the Promotion; and
 - III. have not won a prize/prizes valued either individually or collectively at more than **\$5,000** from the Promoter, or in any contest run by the Promoter, in the prior **12 months**; and
 - IV. have not been discovered to have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name; and
 - V. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter ("Eligible Entrant").

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, step-sister or 1st cousin.

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.

4. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a participant's identity, age and place of residence) and to disqualify any participant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Identification considered suitable for verification is at the discretion of the Promoter.
5. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.
6. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who enters. No correspondence will be entered into.
7. All prices stated are in Australian dollars and include GST. All references to times and dates are to times and dates in Melbourne, which may be Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Saving Time (AEDST) depending on the date. All times are stated using the 24 hour clock.

KEY DATES

8. The Promotion commences **01 November 2009** at 12.01am and final entries close **30 November 2009** at 23:59 ("Promotion Period").
9. The Major Prize Draw to choose the 6 Mighty Helpful Helper winners will be conducted at Mitre 10 Australia, 12 Dansu Court, Hallam, VIC, 3803. The Major Prize Draw will occur on **Thursday 10 December 2009** at 10.30am.
10. All winners will be notified by phone and mail. The Major Prize Draw Winner will have their details (initial, surname and post code) published in The Australian on **Saturday 19 December 2009**.

HOW TO ENTER

11. To enter this Promotion, Eligible Entrants must purchase a minimum of 2 x 4lt or 1 x 10lt of Dulux participating products from a participating store within the Promotion Period ("Qualifying Purchase"). Upon purchase the consumer then visits www.mitre10.com.au to answer the required question for a chance to win. The Eligible Entrant must fully complete all contact details, and retain a copy of the purchase receipt evidencing the Qualifying Purchase for validation should they be selected as a winner:

Win a Mighty Helpful Helper with Mitre 10 and Dulux

Log on to mitre10.com.au

Follow the prompts

In 25 words or less explain why you think you deserve a Mighty Helpful Helper around your home.

Entry must be received by 11.59pm 30th November 2009.

ENTRANTS MUST RETAIN THEIR PURCHASE RECIEPTS FOR ALL ENTRIES SUBMITTED.

EACH ENTRY MUST RELATE TO A SEPARATE QUALIFYING PURCHASE.

12. The following products are eligible to form part of an Eligible Entrant's Qualifying Purchase for the purposes of paragraph 13 of these Terms (**Participating Products**):

Eligible Products	Size (Litres)
Wash & Wear Flat White	4lt & 10lt
Wash & Wear Flat Deep	4lt
Wash & Wear Flat Ultra Deep	4lt
Wash & Wear Low Sheen White	4lt & 10lt
Wash & Wear Low Sheen Deep	4lt & 10lt
Wash & Wear Low Sheen Ultra Deep	4lt & 10lt
Wash & Wear Semi Gloss White	4lt & 10lt
Wash & Wear Semi Gloss Deep	4lt
Wash & Wear Semi Gloss Ultra Deep	4lt
Wash & Wear Gloss White	4lt
Weathershield Matt White	4lt & 10lt
Weathershield Matt Deep	4lt & 10lt
Weathershield Matt Ultra Deep	4lt & 10lt
Weathershield Low Sheen White	4lt & 10lt
Weathershield Low Sheen Deep	4lt & 10lt
Weathershield Low Sheen Ultra Deep	4lt & 10lt
Weathershield Semi Gloss White	4lt & 10lt

Weathershield Semi Gloss Deep	4lt & 10lt
Weathershield Semi Gloss Ultra Deep	4lt & 10lt
Weathershield Gloss White	4lt & 10lt
Weathershield Gloss Deep	4lt & 10lt
Weathershield Gloss Ultra Deep	4lt & 10lt
Once Exterior Low Sheen White	4lt & 10lt
Once Exterior Low Sheen Deep	4lt & 10lt
Once Exterior Low Sheen Ultra Deep	4lt & 10lt
Once Interior Low Sheen White	4lt & 10lt
Once Interior Low Sheen Deep	4lt
Once Interior Low Sheen Ultra Deep	4lt
Once Ceiling	4lt & 10lt

NOTE:

Dulux Jelly Beans may not be available in every Mitre 10 store, and are only available while stocks last.

Entrants must check with their local store for participation and if there are Jelly beans remaining, allowing the entrant to enter the competition.

The promoter is not liable in any way for the inability of any consumer to enter due to advertised lines not being available in qualifying stores or for the early sell out of Jelly Bean stock.

13. Eligible Entrants may enter the Promotion multiple times subject to each entry:

- I. must be in a separate website submission; and
- II. must have an accompanying copy of a purchase receipt evidencing the additional Qualifying Purchase.

14. All entries in the Promotion may be subject to verification by the Promoter, including all Entrants MUST deliver to the Promoter (by such means as is determined in the absolute discretion of the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win, including but not limited to evidence of age, residence or identity ("Additional Documentation"). The Promoter may make one or more requests for Additional Documentation. Once the identity of such Additional Documents is established, the Entrant must deliver the Additional Documents within 7 days of being asked to do so. At the Promoter's request, an Entrant MUST also, within 7 days of being asked to do so, allow the Promoter to inspect and copy the original of any such Document.

15. The Promoter may, at its absolute discretion, disqualify any Entrant/s and declare any or all entries made by an Entrant/s invalid if the Entrant/s:

- I. Tampers with the entry process;
- II. Shares proof of purchase requirements in order to gain competitive advantage over other Entrants; or
- III. Tampers with the operation of the Promotion; or
- IV. Is found to be using multiple aliases; or
- V. Acts in a disruptive manner; or
- VI. Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
- VII. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- VIII. Acts in violation of these Conditions of Entry.

16. Entrants who enter using multiple aliases will be disqualified.

17. If you do not provide your personal information, you cannot participate in this Promotion. At the Promoters discretion any contact details submitted, which are incorrect may invalidate the relevant entry.
18. Indecipherable or incomplete entries will be deemed invalid.
19. The Promoter does not accept responsibility for late, lost or misdirected entries.

MAJOR PRIZE

20. There are 6 prizes of \$2000 available to the entry chosen in each state by the agreed nominees.

Prizes are available in the following states;

- Victoria
- Tasmania
- New South Wales, (incorporating ACT)
- Queensland
- Western Australia
- South Australia (incorporating NT)

The value of the prize available in each state is \$2000. Each prize will be awarded as a cheque to the value of \$2000.

Entries will be selected from the state entry pool on Thursday December 10th at 10.30am by Angela Clarkson of Mitre 10, Katrina Joseski of Mitre 10, Darren Barmby of Dulux Australia and Carissa Fero of Dulux Australia.

To win, entrants must describe in 25 words or less why they deserve to win a Mighty Helpful Helper to help around their home. The competition is a game of skill deeming all entries submitted to have a chance to win.

The final decision of the winners in each state will be at the sole discretion of the Promoter and no correspondence will be entered into.

An independent observer will also be present.

21. The Major Prize Winners must be 13 years of age or older.

Prize Conditions

22. The Event Prize can be utilized at any time as agreed between the winner, the Promoter and the Contractor chosen between December 7th 2009 and October 1st 2010. The major prizes will be awarded as a cheque.
23. Prize, or components of, cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honored.
24. The Major Prize will be delivered to the residential address as identified by the prize winner.

25. The Promoter is neither responsible nor liable for any change in prize value of the prizes occurring between the date of printing Promotion materials and the date the prizes are claimed.
26. Where relevant, individuals should look to the manufacturer of products and services awarded as prizes and/or for all warranties. However, these Conditions of Entry do not exclude or limit the application of any statutory provision (including a provision of the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
27. The Promoter and the agencies and companies associated with this Promotion take no responsibility for prizes damages in transit, or for any delay in delivery of prizes or for the prizes becoming lost or stolen after it has been collected by and released to the prize winner(s).

Prize Winner

28. The Mighty Helpful Helper package will only be awarded where the prize winner's proof of purchase and, if applicable, additional documentation fulfils all of the requirements of the Promoter's verification tests and procedures, tests and procedures are determined by the Promoter at its absolute discretion.
29. If a winning entry selected is deemed not to comply with the terms and conditions of this Promotion, the entry will be declared invalid and a new prize winner will be determined by drawing a further valid entry.
30. If a prize winner is less than 13 years of age the prize may be awarded to the winner's nominated parent or guardian at the Promoter's sole discretion.
31. The full extent permitted by law, the Promoter, its associated companies and agencies and Mitre 10 Australia Ltd exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant and/or Prize winner in connection with the Promotion or prizes, including:
 - I. Any indirect, economic or consequential loss;
 - II. Any loss arising from the negligence of a Relevant Party;
 - III. Any liability for personal injury or death
32. Entrants and/or prize winners must, if requested by the Promoter, agree to, sign and return:
 - I. An eligibility form confirming their compliance with the Conditions and eligibility to accept a prize if drawn; and
 - II. A liability release, waiver and/or indemnity, in a form determined by the Promoter and in favour of the Promoter and/or any person or other entity associated with this Promotion.
33. In the case of an entrants' failure to return the signed eligibility form, releases and indemnities will result in the disqualification of that entrant from the Promotion. In the case of a prize winners' failure to return the signed eligibility form, releases and indemnities will result in the entitlement to a prize being forfeited and a selection of a new winner. A reply paid address will be provided to the entrant/prize winner.
34. The prize winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of a prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
35. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by winner.

General

36. Confirmation of printing errors and other quality control matters will not be used as a reason for refusing payment of a prize.
37. Promotional materials are void if stolen, forged, mutilated or tampered with in any way.
38. The Promoter and Mitre 10 Australia Ltd assume no responsibility for:
- I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
 - II. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
 - III. any theft, destruction or unauthorized access to, or alteration of such communications; or
 - IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
 - V. any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

39. Total Prizes valued at \$12,000

40. **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 seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

41. All entries become and remain the property of the Promoter. The Promoter collects Participants' personal information in order to conduct the Promotion. If the information requested is not provided, the participant may not participate in the Promotion. By entering this Promotion, unless otherwise advised, each participant also agrees that the Promoter may use this information to conduct the Promotion and may disclose it to organisations that provide it with administrative services in this regard. Participants consent to the Promoter so using and disclosing personal information. If Participants tick the opt-in box on the Promotion entry form, Participants also agree that the Promoter and Mitre 10 Australia may send future material for its future Promotional, marketing and publicity purposes.
42. The Promoter is bound by the National Privacy Principles under the Privacy Act 1988.
43. All personal information will be stored at the office of the Promoter or their Promotional Agents. Participants are entitled to access, update or correct this information. Any request to do so should be directed to the Promoter at its address set out below.
44. The Promoter is Dulux Australia (a division of Orica Australia Pty Ltd) of 1956 Dandenong Rd, Clayton VIC 3168. A.B.N. 99 004 117 828.