

Accent The Great Outdoors Promotion – Terms & Conditions

Promotion	Accent The Great Outdoors Promotion
Promoter	DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427
Promotion type	Game of chance
Promotion Period	From 12.00am AEST 01/10/23 to 11.59pm AEDST 31/01/24
Entrants	Any Australian resident over 18 years of age for purchases made in Australia, and excludes Ineligible Entrants. The Promoter may (in its absolute discretion) determine eligibility of an Entrant
Entering	<p>After making a Qualifying Purchase, Entrants must:</p> <ul style="list-style-type: none"> (a) go to www.accentpromo.com.au (b) complete the online entry form, including inputting full name, e-mail address, postal address, mobile phone number, selecting the Participating Store where you made the Qualifying Purchase, uploading a legible copy of the Purchase Receipt (in pdf, jpg or png format and not exceeding 5MB file size) and ticking the box to confirm agreement with these terms and conditions (c) submit the fully completed entry form <p>Upon submitting a fully completed entry form, the entrant is entered into the prize draw</p> <p>Qualifying Purchase is a single purchase of 8L or more of a Participating Product from a Participating Store during the Promotion Period</p> <p>Participating Product is any of Accent® Ceiling, Accent® One Coat Ceiling, Accent® Interior, Accent® Interior Kitchen & Bathroom, Accent® Doors, Windows & Trims Water Based, Accent® Doors, Windows & Trims Oil Based, Accent® Paint & Prime Interior, Accent® Paint & Prime Ceiling, Accent® Paint & Prime Doors, Windows & Trims, Accent® SolarMax®, Accent® Multi Prep Oil Based, Accent® Multi Prep Water Based, Accent® Sealer Undercoat, Accent® Small Projects, Accent® Decking Oil Oil Based, Accent® Decking Oil Water Based, Accent® Decking Stain, Accent® Interior Clear, Accent® Exterior Varnish</p> <p>Participating Store is any participating Accent stockist nationally. If in doubt, simply ask whether the store is participating in the promotion</p> <p>Purchase Receipt is the original tax invoice issued by the Participating Store clearly specifying each and every part of the Qualifying Purchase</p> <p>Entrants may submit more than one entry, provided there is only one entry for each Qualifying Purchase and each entry is submitted separately and in accordance with these terms and conditions</p>
Prize	<p>Each winner wins one of 10 VISA e-gift cards valued at \$1,000 (including GST) each. The total prize value is \$10,000 (including GST)</p> <p>The prize is subject to the Visa e-gift card terms and conditions, including validity period, as specified here https://www.visa.com.au/pay-with-visa/find-a-card/gift-cards.html</p>
Prize Draws	<p>The Promoter will divide entries received during the Promotion Period into 5 groups based on the post code of each entrant's postal address specified on the online entry form as follows:</p> <ol style="list-style-type: none"> 1. Group 1 - VIC 2. Group 2 - TAS 3. Group 3 - QLD 4. Group 4 - NSW & ACT 5. Group 5 - WA, SA & NT

	At 2:00pm AEDST on 07/02/2024 at 48 Wilson Street, South Yarra VIC 3141, the Promoter will draw 2 entries from each group of entries. The first 2 valid entries drawn from each group are the winners and win the prize. The Promoter may draw additional reserve entries and record them if an invalid entry or ineligible entrant is drawn
Winner notification	The Promoter will notify the winners by e-mail and phone within 2 business days after the prize draw and will publish each winner's name on www.accentpromo.com.au within 4 days after the prize draw and for 28 days after that date
Winner verification	Before claiming the Prize, the winner must provide to the Promoter the Purchase Receipt attached to their entry. If the winner fails to provide the Purchase Receipt attached to their entry within 10 business days after the prize draw date or provide any other information requested by the Promoter to verify entry validity and entrant eligibility, the Prize is deemed unclaimed
Prize delivery	The Promoter will mail the prize to the winner using the postal address specified on the online entry form within 28 days after verifying the winner
Prize claim	Winners must claim the Prize within 3 months after the prize draw
Unclaimed prize	If required, an unclaimed prize draw may take place on 08/05/2024 at the same time and place as the original prize draw, subject to any direction from a regulatory authority, and the Promoter will notify the winner by email and phone within 2 business days after the prize draw and will publish name of the winner of the prize draw on www.accentpromo.com.au within 4 days after the prize draw and for 28 days after that date
Privacy policy	This promotion is subject to the Promoter's privacy policy which can be viewed at http://www.dulux.com.au/privacy-policy
Additional terms	The information in this table also includes the terms and conditions below The winner is responsible for any costs associated with the prize which are not expressly specified to be included in the prize
Permit	NSW Authority No: TP/02688, ACT Permit No: ACT TP 23/00979.1

1. **Terms and conditions:** These terms and conditions include the information in the table above. If you enter the promotion, you're deemed to accept these terms and conditions. These terms and conditions apply even after the winner has claimed the prize. If an entrant is ineligible or an entrant's entry is invalidated after the prize has been claimed, the Promoter may (in its absolute discretion) demand return of the prize or payment of its value.

2. **Definitions:** For the purpose of these terms and conditions, the following words have the following meanings:

Word	Meaning
Ineligible Entrants	Are Employees (and their Immediate Families) of the Promoter or any of its parent companies, subsidiaries or affiliated companies or any agency associated with the Promotion
Employees	are any officer, director, executive, employee, consultant, contractor or other person who performs work under the control of another in exchange for payment
Immediate Family	are 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

3. **Invalid entries:** The Promoter may (in its absolute discretion) invalidate an entry that is incomplete, indecipherable or has incorrect personal information or contact details. The Promoter is not responsible for any late, lost, misdirected, ineligible or illegible or inaudible entries, including lost, stolen, forged, defaced or damaged invoices relating to a qualifying purchase.

4. **Excluded entrants:** The Promoter may (in its absolute discretion) invalidate an entry or exclude an entrant from the promotion process if that entrant:

- (a) disrupts, annoys, abuses, threatens, harasses the Promoter, another entrant or potential entrant of the promotion or another person associated with the promotion (or attempts to do so);
 - (b) submits an entry that is not in accordance with these terms and conditions or who tampers with the promotion process; or
 - (c) engages in conduct which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
5. **Modification:** The Promoter may (in its absolute discretion), edit, modify, delete, remove or take-down any part of an entrant's entry.
 6. **Entrant identity:** The Promoter may (in its absolute discretion) determine the identity of an entrant.
 7. **Errors and omission:** The Promoter may (in its absolute discretion) accept any errors or omissions in the promotion process.
 8. **Waiver:** If the Promoter fails to enforce a right, it does not constitute a waiver of that right.
 9. **Receipt:** Online entries are deemed to be received by the Promoter at the time of actual receipt into the Promoter's database (and not at the time of transmission by the entrant).
 10. **Risks:** The entrant acknowledges that there may be risks involved in entering the promotion. The winner acknowledges that there may be risks involved in using the prize. The winner acknowledges that they may be required to sign an acknowledgement of risk and waiver of liability before claiming and using the prize. The Promoter may (in its absolute discretion) exclude a winner who fails to sign an acknowledgement of risk and waiver of liability before claiming or using the prize or who is not able or suitable to use the prize.
 11. **Release and indemnity:** As a condition of claiming a prize, the Promoter may (in its absolute discretion) require a winner to sign a legal release and indemnity form.
 12. **Entering:** The entrant must manually submit entries using an internet browser. The entrant must not use automated software or any other method to automatically submit entries. The Promoter may (in its absolute discretion) invalidate an entry suspected of being submitted using automatic means.
 13. **Force majeure:** If the promotion process is not able to be carried out due to circumstances beyond the Promoter's control, including due to any tech or communication issues, the Promoter may (in its absolute discretion) amend, suspend or cancel the promotion, subject to the approval from the relevant regulator.
 14. **Social media:** While the Promoter may (in its absolute discretion) promote the promotion using social media platforms, the social media platforms do not sponsor, endorse or manage the promotion. The entrant provides their entry information to the Promoter (not the social media platform) and releases the social media platforms from any liability connected with the promotion.
 15. **Prize:** The prize is not transferable or exchangeable for cash, except if the prize is cash. If the prize (or part of it) is unavailable, the Promoter may (in its absolute discretion) substitute the prize (or part of it) with a replacement prize of an equal or greater value, subject to the approval from the relevant regulator. The Promoter is not be liable to the winner for any damage to or delay in transit of the prize.
 16. **Liability:** To the maximum extent permitted by law, the Promoter and its employees, agents and contractors are not liable for any loss, expense, damage or liability suffered or incurred by an entrant or a winner in connection with the promotion, including:
 - (a) tech issues or equipment malfunction;
 - (b) theft, unauthorised access or interference;
 - (c) an entry or prize claim that is late, lost, altered, damaged or misdirected due to a reason beyond the Promoter's control;
 - (d) a variation in prize value to that specified;
 - (e) a tax liability incurred by a winner or an entrant; and
 - (f) use of the prize.

Nothing in this provision is intended to restrict, exclude or modify the consumer guarantees and the applicable consumer law, including the following: Australia: Competition and Consumer Act 2010

17. **Intellectual property:** The entrant irrevocably assigns to the Promoter any intellectual property rights in any material submitted by them in an entry. The winner irrevocably consents to the Promoter using their name, likeness, image and voice in any media for an unlimited period without remuneration for the purpose of promoting the promotion and the Promoter's products and services.
18. **Personal information:** The Promoter collects personal information in order to carry out the promotion process, and may disclose that personal information to its employees, agents and contractors for the purpose of carrying out the promotion process. Entry is conditional on the entrant providing that personal information. If an entrant does not provide that personal information, they cannot enter the promotion. If an entrant wishes to access or update the personal information the Promoter holds about them, they may contact the Promoter.
19. **Promotional material:** In entering the promotion, an entrant may be prompted to tick an "opt-in" box which authorises the Promoter to use the entrant's personal information to send promotional material about the Promoter's products and services and disclose that personal information to agents and contractors that the Promoter engages for that purpose.
20. **Criminal actions:** The Promoter may refer any attempt to deliberately undermine the legitimate operation of the promotion to the relevant law enforcement agency and seek damages.