Competition details

Promotion Name	POLYPRO SUPER CHEAP AUTO PROMOTION
Promoter	The Promoter is Selleys, a division of DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton, 3168, Australia.
Promotion Type	Game of chance & Gift With Purchase
Promotion Period	Promotion commences for purchases, entries and claims at 12:00am AEDST on 22/1/24 and ends at 11:59pm AEDST on 30/4/24 ("Promotional Period").
Entry restrictions	This promotion is only open to residents of Australia aged 18 years and over for purchases made in Australia. Employees (and their Immediate Families) of the Promoter, of Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "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 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 entrant in its absolute discretion.
How to enter & claim	To be eligible to enter the promotion and claim the Gift With Purchase ("GWP"), individuals must purchase, in a single transaction, a specially marked carton of Polyfilla Professional Original or S20 from a Participating Dulux Trade Centre, Inspirations Paint, Wattyl, PPG or Haymes Store during the Promotional Period ("Qualifying Purchase"). Promotional Packs will be clearly identifiable with promotional artwork printed on the outside of the carton. Participating Stores will stock promotional packs. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
	After making a Qualifying Purchase, Entrants must:
	(a) Retrieve an entry/claim card from inside the Promotional Pack listing a unique code and details on How To Enter. The entry/claim card listing the unique code is proof of an eligible purchase and is required for entries & claims. ("Proof of Purchase")
	(b) Visit www.winwithpolypro.com.au ("Website") or scan the QR code on the entry/claim card, follow the prompts and input the requested details (including but not limited to) their full name, email address, telephone number, unique code, participating store where the qualifying purchase was made, tick the box to confirm agreement with the Terms and Conditions and submit the fully completed entry/claim form so it is received during the Promotional Period.
	Upon submitting the fully completed valid entry/claim form, the entrant is entered into the prize draw and is eligible to claim the GWP.
Prize draw: Major Prize	A random electronic prize draw will be conducted at Switch Marketing, 6 Hodgson St, Kew VIC 3101 at 2pm AEDT on 10/5/2024 by a representative of the Promoter. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
Prize details: Major Prize	The first (1) valid entry randomly drawn by computer from all valid entries received during the promotional period will win a 2023 Supercheap Auto Racing Wildcard shirt signed by Craig Lowndes and Zane Goddard valued at \$A800. The total Prize Pool is valued at A\$800 inclusive of GST.
Major Prize Notification	Winner will be notified by phone and email within 2 business days of the applicable draw and their name advertised on www.winwithpolypro.com.au on 17/5/24
Prize claim date and time	Prize must be claimed within 3 months of the end of the Promotion Period.
Unclaimed prize draw	If required, an unclaimed prize draw may take place on 30/8/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will have their name advertised on www.winwithpolypro.com.au on 6/9/24

Multiple entries/claims are permitted, subject to the following: (a) only one (1) **Entry limits** entry/claim permitted per Eligible Qualifying Purchase transaction; (b) each entry/claim must be submitted separately and in accordance with entry requirements. Gift With Purchase. Every valid entry/claim received related to a Qualifying Purchase of an Eligible (GWP) product will be awarded a \$10 Super Cheap Auto e-voucher ('Gift"). Successful claimants will be notified by email. Gift will be delivered via email to the email address of the claimant as specified on the entry/claim form. Delivery of the gift can take up to twenty-eight (28) days from the date a claim is verified and approved as valid. If for any reason a claimant does not take a gift at/by the time stipulated by the Promoter, then the gift will be forfeited. If the "gift" is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift to the equal value and/or specification. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Any ancillary costs associated with redeeming the Super Cheap Auto e-voucher are not included. Any unused balance of the Super Cheap Auto e-voucher will not be awarded as cash. Redemption of the Super Cheap Auto e-voucher is subject to any terms and conditions of the issuer including those specified on the e-voucher. Redeemable at participating Supercheap Auto stores in Australia only. Not redeemable for cash. Super Cheap Auto e-vouchers will not expire. Where the cost of the purchase exceeds the available e-voucher balance the evoucher holder will be required to make the difference with an alternate form of payment. This e-voucher should be treated like cash. Supercheap Auto disclaims any responsibility for lost or stolen e-vouchers. For full terms visit https://www.supercheapauto.com.au/customer-service/terms-conditions.html Additional prize terms Entrants must retain their original purchase tax invoice receipt for all their and Verification/Proof of submitted entries/claims as proof of purchase. Failure to produce the proof of **Purchase** purchase for an entry submitted when requested may, in the absolute discretion Requirements: of the Promoter, result in invalidation of ALL of an entrants entries & claims and forfeiture of any related right to participate in the promotion or claim a prize. The purchase receipt must clearly specify the store of purchase, the value of the purchase, that eligible products have been purchased, the quantity of eligible products purchased, date of purchase and purchase receipt number. Purchase receipt(s) must be in the form of a valid Australian tax invoice, as defined by the Australian Taxation Office. Participating stores may not supply duplicate receipts for misplaced or indecipherable receipts. Entrants must, at the request of the Promoter, provide proof of identity, age and residency. The Major Prize will be processed at the close of the promotion and sent to the postal address as entered by the winner on the online entry/claim form. Allow 28 days for delivery of prize from the close date of the promotion. Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.

1. Information on how to enter the Polypro Super Cheap Auto Promotion and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.

NSW Authority Number TP/00158

Permit Numbers

2. All entrants 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 prize to the ineligible person. Return

of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

- 3. Each entrant 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 an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
- 4. Incomplete and indecipherable entries/claims and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry/claim. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries/claims (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
- 5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
- 6. 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 without limitation war, terrorism, state of emergency, pandemic or any other kind of disaster), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Polypro Super Cheap Auto Promotion as appropriate. Changing, modifying or suspending the Promotion is subject to relevant state and territory regulations.
- 7. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
- 8. Entries/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 entries/claims are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
- 9. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or the prize. Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion. 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 entries/claims or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion 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 competition subject to approval from any relevant authority.
- 10. The Promoter reserves the right, at any time, to verify the validity of entries/claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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 an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 11. The Promoter may, in its sole discretion, declare any or all entries/claims made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
- 12. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 13. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 14. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be sold or taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.

- 15. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries/claims submitted using such means as invalid.
- 16. 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 Promotion, 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 17. 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 competition or accepting or using any prize, 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).
- 18. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 19. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
- 20. 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 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, entrants can contact the office of the Promoter.