

DULUX TRADE CRICKET PLAY & WIN PROMOTION 2020

Competition details

Promotion Name	<i>DULUX TRADE CRICKET PLAY & WIN PROMOTION 2020</i>
Promoter	The Promoter is Dulux New Zealand a division of DuluxGroup (New Zealand) Pty Ltd (Company number 2355191) of 150 Hutt Park Gracefield, Lower Hutt, Wellington, New Zealand 5010.
Promotion Type	Game of chance – minor prize Game of skill and chance – major prize
Promotion Period	The Promotion will commence at 6:30am 9 November 2020 and closes on 4:30 pm on 19 December 2020 (Promotion Period) or when stocks of the Minor Prizes are exhausted in the particular Participating Store
Participating Store	Stores participating in the Promotion are selected Dulux Trade stores and Dulux Trade Outlets nationally. Participating Stores will display promotion materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
Player Restrictions	<p>This promotion is only open to residents of New Zealand for purchases made in New Zealand. Entrants under 18 years of age must get permission from a parent or guardian before entering. Employees (and their Immediate Families) of the Promoter, the Participating Store or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Employees" means any directors, management, employees, concessionaires, 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).</p> <p>The following are ineligible: members of a government agency or persons associated with a government department that has an account with the Promoter and/or makes purchases from the Promoter; Commercial Account Holders.</p> <p>The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.</p> <p>Promotion is open to New Zealand Dulux Trade account holders only.</p>
How to play	<p>To receive an access code to play the game, eligible entrants must, during the Promotion Period:</p> <p>Purchase 30 Litres or more of Dulux Premium products (Eligible Products) in a single transaction from a participating store (Qualifying Purchase).</p> <p>Eligible products are: Dulux Wash&Wear, Dulux Ceiling White, Dulux Timbacryl, Dulux Roof&Trim, Dulux Weathershield, Dulux Aquanamel, Dulux Super Enamel, Dulux 1-Step, Dulux Renovation or Dulux Precision ranges.</p> <p>Each person who makes a Qualifying Purchase in the Promotion Period will receive a unique code under the docket number of their tax invoice (supplied with every qualifying transaction). Each unique code PLUS their trade account number will allow the person to access the Cricket Play & Win page (duluxplayandwin.co.nz)</p> <p>Eligible entrants must then play the game within the Promotion Period as follows:</p> <ul style="list-style-type: none"> • Entrant gets 3 practice wickets. Once happy, they can then bat for real points; • Entrant receives 3 wickets or chances to play a game which is similar to a simple batting practice;

	<ul style="list-style-type: none"> • Entrant has to hit balls bowled to score points, to protect wickets and not get bowled out; • Entrants can hit balls on off-side or on-side to score points; and • Depending on how well they connect with the ball (as judged by the game software in its sole discretion) determines how many points awarded. • To qualify for the major prize, entrants must get to the top 50 leaderboard. <p>After playing the virtual cricket, a virtual scratch card will be presented to the player. To win any minor prize, the entrant must get 3 balls from the virtual card. An instant minor prize will be awarded randomly for players that get the 3 balls. Players will receive an email notification of the prize they have won which they can exchange from the store they have purchased from.</p> <p>All Minor Prizes are subject to availability.</p>
<p>Prize Redemptions – Minor Prize</p>	<p>Minor Prizes: To redeem the Minor Prizes, the winning entrants must present the email confirming the prize virtually received from their phone and receipt to their store of purchase. The actual prize will be provided depending on what has been virtually awarded in the game.</p> <p>The available prizes are one of the following items (which may vary from store to store): Dulux wide-brim hat, Dulux cricket set, Dulux sunglasses, Manhattan cups, sunscreen, and beach chairs. Deadline for redeeming entries in store is 19 December 2020.</p>
<p>Prize Redemptions – Major Prize</p>	<p>Major Prize: Ultimate Supporters Package A random draw will be conducted for the top 50 highest scorers in the CRICKET PLAY & WIN GAME to pick 5 winners (1 winner in each of the below-mentioned regions) of the Ultimate Supporters Package. This package includes:</p> <ul style="list-style-type: none"> - Flights to and from Hawkes Bay, including land transfers for two people (winner + their plus one) to watch the Dulux Tradies XI Revenge at the Clifton T20 matches - 1-night accommodation at the Hawkes Bay (Friday) - VIP seating at the Dulux Tradies XI Revenge at the Clifton T20 Matches - Supporters Kit (including gear, branded cricket set of the team they are supporting) - Access to post match entertainment - Meet and greet with NZ artists performing at the post-match gig <p>All meals will be catered for.</p>
<p>Prize Draws – Major Prize</p>	<p>Major Prize: The top 50 scorers in the CRICKET PLAY & WIN game will all be placed into 5 separate pools, by region based on the location of each Participating Store.</p> <ol style="list-style-type: none"> 1. Auckland and Northland 2. Waikato and Bay of Plenty 3. Central North Island 4. Wellington and Marlborough 5. Central and Lower South Island <p>1 valid entry from each of the 5 pools will be randomly drawn and will be awarded the major prize.</p> <p>All prize draws will take place via a random electronic draw tool at 150 Hutt Park Road, Gracefield, Wellington (Draw Location) on Monday 11 January 2021 at 11am.</p> <p>If there is no top scorer from a specific region once the top 50 leaderboard has been grouped into pools, the promoter can extend to top 51, 52 and so on, until it reaches a point where there is more than 1 eligible entrant for the major prize in that region.</p>
<p>Entry Limits</p>	<p>Code from each transaction can only be used once.</p>

<p>Notification & Verification/Proof of Purchase</p>	<p>Each winner will be notified by phone and in writing within 5 business days of the applicable draw and will be provided with instructions on how they can claim their prize.</p> <p>Entrants must retain their original itemised receipt/s to verify each entry and must retain these until their prize has been received.</p> <p>If requested by the Promoter, winners must provide proof of identity and/or proof of purchase to confirm their eligibility to receive a prize. If a winner fails to provide either their proof of identity or proof of purchase by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.</p>
<p>Addition prize terms</p>	<p>Minor Prizes:</p> <p>If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a replacement prize to an equal value.</p> <p>Travel</p> <p>Winners of the Major Prize will be advised of the specific travel dates and must confirm their availability for participation in the Major Prize on those dates with the Promoter before 5:00PM on 23 January 2021. .</p> <p>Participation in the Prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Prize (Third Party Terms).</p> <p>The Promoter will correspond directly with winner and advise of flight and accommodation details. The Promoter will be responsible for booking all flights and accommodation. In no circumstances will the Promoter assume any responsibility or liability for any actions (or inaction) by the winner in dealing with the Prize.</p> <p>Prize participants are responsible for compliance with all applicable Entry Requirements and Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the Prize. The Promoter assumes no liability (and will provide no compensation) to the Prize winner and/or nominated travelling companion who, as a result of any failure to comply with any Entry Requirements or Third Party Terms: (a) is unable to participate in the Prize (or any part of it); (b) is refused entry into any event; or (c) suffers any other loss or damage.</p> <p>The Prize does not (except as expressly stated) include:</p> <ul style="list-style-type: none"> • any transport between a traveller's residence and the departure airport; • any overnight accommodation while travelling to the departure airport or destination; • any other travel or accommodation; • any incidental hotel charges (such as mini-bar charges, telephone calls, in house movies, food and beverages); • any insurance (such as travel or health cover), any vaccinations or other medical or health related services; • any other ancillary costs which may be incurred by those travelling; • Additional spending money, additional meals, insurance, items of a personal nature, in-room charges and all other ancillary costs are not included. • Prize travel itinerary will be determined by the Promoter in its absolute discretion. • Frequent flyer points will not form part of the prize. • Winners may be required to present their credit card at time of accommodation check in. • Package is based on 2 persons (winner and their plus one) in one room • If for any reason a winner does not, once the prize has been booked, take a prize (or an element of a prize) at the time stipulated, then the prize (or

	<p>that element of the prize) will be forfeited and will not be redeemable for cash. In that case, another draw will take place for a replacement.</p> <ul style="list-style-type: none"> • The Prize is non-refundable and non-transferable. • All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods, being the time period as stated above in Prize Details. • Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. <p>The Promoter is not responsible for the cancellation, delay or rescheduling of any part of the travel Prize and any costs incurred by the winners or their travelling companions as a result (including accommodation costs) will be the responsibility of the winner.</p> <p>Health and Safety</p> <p>All efforts will be made by the Promoter to keep winners safe at all times throughout the prize weekend. This includes the provision of emergency services on site during the Dulux Tradies XI Revenge at Clifton T20 match.</p> <p>All participants will be required to sign a Health and Safety waiver acknowledging that any injury suffered throughout the course of spectating at the Dulux Tradies XI Revenge at Clifton T20 match is the responsibility of the winner and not of the promoter.</p> <p>Participation in the travel Prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the prize (Third Party Terms).</p> <p>Travel Prize participants are responsible for compliance with all applicable Travel Requirements and Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the Prize. The Promoter assumes no liability (and will provide no compensation) to a Prize winner and/or travelling companion who, as a result of any failure to comply with any Travel Requirements or Third Party Terms: (a) is unable to participate in the Prize (or any part of it); (b) is refused entry into any country; or (c) suffers any other loss or damage.</p>
Trade Account Holders	<p>Dulux Trade Account Holder Customers must not be in breach of the Promoter's trading terms at any time during the Promotion Period and must not have overdue monies owing as at the closing date in order to be eligible to claim any prize. Each Dulux Trade Account Holder Customer's account must be paid in full by the agreed trading terms of the Dulux Trade Account to be eligible to claim any prize. All other normal trading conditions of the Promoter apply.</p>

Terms and Conditions

1. Information on how to enter the *DULUX TRADE NOVEMBER 2020 CRICKET PLAY & WIN PROMOTION* form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
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 and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (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. The Promoter may, in its sole discretion, declare any or all entries 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;
 - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the *DULUX TRADE NOVEMBER 2020 CRICKET PLAY & WIN PROMOTION*, as appropriate.
8. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
9. Entries 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 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.
10. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). 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 or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
11. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
12. 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 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.
13. 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.
14. 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.
15. 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.
16. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be 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.
17. 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 submitted using such means as invalid.
18. 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.

19. 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.
20. 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.
21. 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.
22. **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.
23. The Promoter is bound by the Privacy Act 1993 (NZ). If entrants have any concerns or queries about the way their personal information is managed by the Promoter or wish to seek access to, or correct, personal information held by the Promoter, they should contact the Promoter by telephoning its customer service call centre on 0800 800 424 or contact its Privacy Officer via privacy@duluxgroup.com.au.