

## SELLEYS SUBURBAN GOLD 2021 INSTAGRAM COMPETITION

### Competition Details

<b>Promotion</b>	Selleys Suburban Gold 2021Upcycling Instagram Competition promotion
<b>Promoter</b>	The Promoter is Selleys a division of DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Rd Clayton, 3168.
<b>Promotion Type</b>	Game of skill
<b>Promotional Period</b>	The Promotion will commence on 01/03/2021 (6pm AEST) and close on 30/06/2021 (6pm AEST).
<b>Entry Restrictions</b>	This Promotion is only open to residents of Australia. Entrants under 18 years of age must get permission from a parent or guardian before entering. Employees (and their Immediate Families) of the Promoter 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) and the Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.
<b>Entry Procedure</b>	<p>To enter, entrants are required to log onto Instagram, during the promotion period, with their valid personal account. To enter, entrants must upcycle or create an item using Selleys product within the promotional period. To be eligible, a minimum of 2 images of the project as before and completed images must be tag @selleysanz and #SelleysSuburbanGold hashtag. Applicants are required to make these images available to selleysanz via Instagram. Any entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service, will be void.</p> <p>Judging of entries will be undertaken by a panel of judges appointed by the Promoter. Judging will commence on the 01/07/2021 at the offices of the Promoter. One individual entry, in the opinion of the judges, will be selected from all valid entries and judged as the first prize winner. The Promoter's decision is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on originality and creative merit of their entry. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in the case an invalid entry or ineligible entrant is selected as the winner.</p>
<b>Additional entry requirements</b>	<p>Entrants acknowledge that all content posted on Instagram must be in accordance with Instagram terms (<a href="http://instagram.com/about/legal/terms/">http://instagram.com/about/legal/terms/</a>). This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.</p> <p>Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, property, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.</p> <p>Entries received during the Promotion Period will be individually moderated by representatives of the Promoter to ensure content posted is not illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libellous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.</p>
<b>Notification</b>	<p>The winner will initially be contacted by @selleysanz via an Instagram direct message on the entrants used Instagram account within 7 days of the announcement.</p> <p>If the winner has not made contact with @selleysanz before 01/08/2021, or in the</p>

	event an invalid entry or ineligible entrant being selected as the winner, the judges will select another winner.
<b>Publication Details</b>	Winners will be notified via an Instagram direct message from @selleysanz and will be required to respond to @selleysanz to claim the prize.
<b>Item details</b>	The first prize winner will be awarded a pre-paid Visa gift card at a value of \$5,000 (F&Q on pre-paid gift card are located here: <a href="https://corporateprepaidgiftcards.com.au/prepaid-visa/">https://corporateprepaidgiftcards.com.au/prepaid-visa/</a> and full T&C of the Visa card will be provided to winner).
<b>Item Restrictions/ Additional terms</b>	If any item (or part of any item is unavailable, the Promoter, in its discretion, reserves the right to substitute the item (or that part of the item) with an item to the equal value and/or specification.
<b>Item Claim Date</b>	Items must be claimed within 1 month of the end of the Promotional Period.
<b>Unclaimed Item Arrangements</b>	If an item is not claimed by the Item Claim Date or the entry is deemed invalid, the next highest bidder shall be awarded the Item.
<b>Entry Limits</b>	An entrant may enter as many times as they like.
<b>Verification Requirements</b>	Entrants must hold a valid Instagram account.
<b>Additional Terms – Smart phone apps</b>	Any cost associated with accessing an application via the Apple iTunes store or Android Google Play is the entrant's responsibility and is dependent on the Internet service provider used. The Promoter makes no guarantee of the availability of game application and will not be held responsible for interruption of service that may interfere with the ability to download the application to the user's device or participate in the Promotion. The Promoter is not responsible for charges incurred by an Entrant.

### Terms and Conditions

1. The Competition Details and information on how to enter the Promotion and items form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Any capitalised terms used in these Competition Details have the meaning given in the above table, unless stated otherwise.
3. The Promotion will be conducted during the Promotion Period.
4. Eligibility to enter the Promotion is subject to the Entry Restrictions and Entry Limits.
5. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. 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). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid.
6. Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Item Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Item Arrangements.
7. 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 an item to the ineligible person. Return of the item or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
8. 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.
9. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. Furthermore, the Promoter at its sole discretion, may disqualify any entry deemed by the Promoter to be a commercial property. 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).
10. 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.

11. 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 (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
12. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. An entrant's entry must not include:
  - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms & Conditions.
14. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
15. 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.
16. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the item(s). Any entrant, item 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 an item event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Item 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.
17. Any costs associated with accessing the Promotion website or submitting an entry are the entrant's responsibility and are dependent on the internet service provider used or relevant mode of Entry. Entrants must submit their entries and/or claims as required by the Entry Procedure.
18. 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.
19. The Promoter reserves the right, at any time, to verify the validity of entries 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.
20. 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 Item 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.
21. As a condition of claiming an item, 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 item's suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
  22. The Promoter may communicate or advertise this competition using Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants are providing their information to the Promoter and not to Instagram. Each entrant completely releases Instagram from any and all liability.
  23. The item(s) and/or parts of the item(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the item is cash). If an item, or an element of an item, is unavailable for any reason, the Promoter reserves the right to substitute another item of equal or greater value for that item, 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 item's.
  24. 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.
  25. 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 item 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 item value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the item.
  26. 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 item, 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).
  27. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the entries 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.
  28. The Promoter will collect, use and disclose the information you submit to conduct the promotion and provide the Item and may, for this purpose, disclose your personal information with related bodies corporate and its service providers, such as delivery companies and technology providers. Entry is conditional on providing this information. If entrants do not provide the information requested, they will not be able to enter the Promotion. Please refer to the Promoter's Privacy Policy, available on its website [www.selleys.com.au](http://www.selleys.com.au)) or on request. It contains further details about: (i) the personal information it collects; (ii) what it does with it; (iii) where it is sent; (iv) how you can access and correct it; (v) how you can lodge a privacy complaint regarding the handling of your personal information; (vi) how the Promoter handles those complaints; (vii) online privacy; and (viii) the types of service providers the Promoter uses. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). 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 13 25 25 or contact its Privacy Officer via [privacy@duluxgroup.com.au](mailto:privacy@duluxgroup.com.au) or by calling +613 9263 5678.
  29. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide 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.

30. **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.