

SELLEYS 2022 CHRISTMAS CONSUMER COMPETITION

Competition Details

Promotion Name	Selleys 2022 Christmas Consumer Competition
Promoter	The Promoter is Selleys a division of DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427)] of 1 Gow St, Padstow NSW 2211.
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence at 10am Tuesday 15 th Nov 2022 and close at 5pm Thursday 15th Dec 2022 (Promotion Period).
Entry Restrictions	<p>This promotion is only open to residents of Australia aged 18 years and over. Employees (and their Immediate Families) of the Promoter, or its parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Employees" means any directors, management, employees, 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>Existing Selleys DIY Club members are not eligible.</p> <p>Selleys DIY Club members that unsubscribe after the commencement of the Promotion Period and subsequently resubscribe via this competition are not eligible.</p> <p>The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.</p> <p>The Promoter reserves the right to disqualify entries deemed to contain false or inaccurate information.</p>
How to enter	<p>During the Promotion Period, entrants are required to visit selleys.com.au/christmas and follow the prompts to enter the competition.</p> <p>Entrants must:</p> <ol style="list-style-type: none"> Join the Selleys DIY Club by completing the online entry form and; Agree to the terms & conditions and clicking Submit. Confirm your subscription by clicking on the link sent to your email address.
Prize draw	<p>A random electronic prize draw will be conducted at 1 Gow St, Padstow NSW 2211 (Draw Location) by a representative of the Promoter at 12pm Friday 16th Dec 2022.</p> <p>The first (1) valid entry randomly drawn in each draw from all valid entries received up to the time of the relevant draw (excluding previous winning entries) will win the Major prize as detailed below.</p> <p>The next fifteen (15) valid entries randomly drawn in each draw from all valid entries received up to the time of the relevant draw (excluding previous winning entries) will win their choice of Minor prize as detailed below.</p>
Prize details	<p>Major prize: Apple iPhone 14 Pro 128GB Deep Purple + Air Tags 4 Pack, valued at \$1,912.</p> <p>Minor prize: 1 of 15 \$200 Bunnings or Coles Myer eGift Cards.</p> <p>Total value of prize pool: \$4,912.</p>
Notification	Winners will be notified by phone or email within 2 business days of the applicable draw. All winner's names will be published at selleys.com.au/christmas for approximately 1 month.
Prize Claim Date and Time	Prizes must be claimed within 1 month of the end of the Promotion Period.

	<p>The Major prize will be dispatched to the Winner within 3 business days of being notified, by Registered Post or private courier. A signature will be required upon delivery of the goods.</p> <p>All Minor prizes will be dispatched electronically to Winners to the email address provided during the entry process. The prizes cannot be sent to alternative email addresses.</p>
Unclaimed Prize Draw	If a prize remains unclaimed or is forfeited for any reason, the Promoter may conduct a further draw or draws as the Promoter deems necessary to distribute any unclaimed prize(s), subject to any written directions under relevant Lottery and Gaming Regulations. The Unclaimed Prize Draw (if any) shall take place at 5pm on Tuesday 17th Jan 2023 at the same location as the original draws.
Entry Limits	One entry per person per household. Maximum of two entries per household.
Addition prize terms	<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>Tickets/ Vouchers Gift Cards are subject to the terms and conditions imposed by Bunnings and Coles Group, including period of validity. Refer to the Bunnings and Coles Group websites for additional terms and conditions.</p> <p>Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize value. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize.</p> <p>Proof of Identity Winners must provide proof of ID and address (such as driver's license or utility bill no older than 3 months) in order to receive the prize. This is for verification purposes only and no forms of ID will be retained by Selleys.</p>
Permit Numbers	Authorised under ACT TP 22/02218.

Terms and Conditions

1. Information on how to enter the Selleys 2022 Christmas Consumer Competition and prizes 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 Selleys 2022 Christmas Consumer Competition, 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 and/or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
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 including the *Competition and Consumer Act 2010* (Cth).
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. 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.
23. **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.
24. 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 selleys.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.