

Competition details

Promotion Name	Porter's Paints Most Beautiful Transformation Promotion
Promoter	The Promoter is DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton, 3168, Australia.
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence at 12.00am AEDST on 7 December 2020 and close at 11.59pm AEDST on 31 January 2021.
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	To enter, individuals must then visit www.porterspainspromo.com (" Website "), input the requested details including full name, email address, postal address in which the entrant resides, mobile phone number, Instagram username and select three (3) unique Porter's Paint Sample Pot colours from the displayed range of Porter's Paints colours and submit the fully completed entry form during the Promotion Period. Upon submitting the completed online entry form, entrants will then be provided instructions to finalise their entry by being asked to click on a hyperlink which will direct the entrant to the Porter's Paints Instagram Account page where entrants will be required to 'Like' the Porter's Paints Instagram Account Page. Entrants must 'Like' the Porter's Paints Instagram Account Page to complete the entry process. Failure to 'Like' The Porter's Paints Instagram Account Page will result in an incomplete entry and the entrant will not be entered into the ' Major Prize ' Draw or be eligible for the Porter's Paint's Sample Pot ' Limited Offer '
Major Prize Draw and Limited Offer Details:	<p>The first three (3) valid entries randomly drawn will each win a Fenton & Fenton Gift Voucher valued at \$5,000AUD inclusive of GST plus 10 Litres of Porter's Paints Eggshell Paint valued at \$288AUD (Major Prize). Total value of the three (3) Major Prizes is \$15,864AUD</p> <p>The first One Hundred (100) valid entries received during the promotion period will receive three (3) Porter's Paints Sample Pots valued at \$29.70AUD 'Limited Offer'. The Porter's Paints Sample Pot colours will be based on the three (3) unique colours the entrant selects on their online entry form during the entry process. Total value of the Porter's Paints Sample Pot 'Limited Offer' is \$2,970AUD</p> <p>Total Prize Pool value including the three (3) Major Prizes and the one hundred (100) Porter's Paints Sample Pot 'Limited Offer' is \$18,834AUD.</p>
Major Prize draw:	The ' Major Prize ' draw will take place at Switch Marketing, 6 Hodgson St, Kew VIC 3101 on 12 February 2021 at 2pm AEDST.
Notification	The three (3) Major Prize Draw Winners and the first 100 (one hundred) valid ' Limited Offer ' entrants will be notified by phone and email within 2 business days of the applicable Major Prize draw and their name will be published on www.porterspainspromo.com on 17 February 2021.
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 28 May 2021 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(s) published on www.porterspainspromo.com on 4 June 2021.
Entry limits	One entry permitted per person.

<p>Additional prize terms and Verification Requirements: Major Prize</p>	<p>Entrants must, at the request of the Promoter, provide proof of identity, age and residency.</p> <p>By entering this promotion, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. By entering this promotion, entrants' consent to receiving SMS or email messages from the Promoter.</p> <p>The Fenton & Fenton Gift voucher is valid for online purchases only at https://www.fentonandfenton.com.au. Fenton & Fenton Gift Vouchers will be supplied to winners electronically via email.</p> <p>The Fenton & Fenton Gift Voucher is valid for 12 months from the issue date. Any residual monies remaining on the Gift Voucher after 12 months from the issue date will be forfeited.</p> <p>Fenton & Fenton does not provide warranties or returns of any kind on any of its products.</p> <p>Many of the items available at Fenton and Fenton are handmade and may have minor imperfections which are an unavoidable consequence of their handmade nature. While Fenton & Fenton strives to keep its website accurate and up to date, it may contain errors, inaccuracies or may not be current at the time of viewing or purchase. Queries in relation to its products can be made at hello@fentonandfenton.com.au or by phone at 1800 4FENTON (18004336866).</p> <p>Neither Fenton & Fenton, nor its employees, agents or contractors are liable for any damages whatsoever arising out of, or in any way related to the use of its website or any other website linked to its website. This limitation applies to direct, indirect, consequential, special, and punitive or other damages suffered, as well as damages for loss of profits, business interruption or the loss of data or information. Fenton & Fenton reserves the right to update its terms and conditions without notice.</p> <p>Fenton & Fenton Gift Voucher Terms can be found at https://www.fentonandfenton.com.au/pages/terms-of-use</p> <p>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.</p> <p>Allow 28 days from prize draw to receive prizes</p>
<p>Permit Numbers</p>	<p>NSW Authority Number LTPS, ACT Permit Number TP 120/, SA Permit No:</p>

1. Information on how to enter the **Porter's Paints Most Beautiful Transformation Promotion** 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. 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 **Porter's Paints Most Beautiful Transformation Promotion** as appropriate.
7. 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.
8. An entrant's entry must not include 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
9. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
10. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. 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.
11. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in 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 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. 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.
12. 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.
13. 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; or
 - b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
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 Instagram. Entrants acknowledge the competition is in no way sponsored, endorsed or administered by Instagram. Each entrant completely releases Instagram from any and all liability in respect of the Promotion.
16. 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. **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 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.