

Win a 10K Prezzy Card to Crank Up Your Cave – Promotion Terms & Conditions

Name	Win a 10K Prezzy Card to Crank Up Your Cave
Promoter	DuluxGroup (New Zealand) Pty Ltd, 150 Hutt Park Road, Gracefield, Lower Hutt, 5010, New Zealand
Promotion type	Game of chance
Promotion period	From 9:00am on 01/04/2021 to 9:00pm 31/05/2021
Eligible entrant	Any New Zealand resident over 14 years of age for purchases made in New Zealand If an entrant is under 18 years of age, they must obtain consent from a parent or guardian before entering As determined by the Promoter (in its absolute discretion)
Ineligible entrant	Ineligible entrants are employees (and their immediate families) of the Promoter, Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies or any agency associated with the Promotion Employees is any officer, director, executive, employee, consultant, contractor or other person who performs work under the control of another in exchange for payment Immediate family is 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 As determined by the Promoter (in its absolute discretion)
Entering	After making a Qualifying Purchase, Entrants must: (a) go to the ITM website www.itm.co.nz/big30th , and navigate to the promotion web page (b) complete the online entry form, including inserting full name, e-mail address and contact number (c) upload a photo of the proof of purchase Qualifying Purchase is a single purchase of 30 litres or more of a Participating Product from a Participating ITM Store during the Period Participating Product is any Dulux or Cabot's branded product Multiple entries are permitted, provided there is only one entry for each Qualifying Purchase and each entry is submitted separately and in accordance with these terms and conditions
Prize draw	At 9:00am on 01/06/2021, a representative of the Promoter will conduct a random prize draw. The winner is the first valid entry randomly drawn from valid entries received by the Promoter. The winner wins the prize
Prize	1 x \$10K Prezzy Card (value NZD10,000) The prize is subject to the Prezzy Card terms and conditions, including validity period, as specified here www.prezzycard.co.nz
Prize notification	Within 2 business days after the prize draw, the Promoter will notify the winner by e-mail and post their first initial, last name, state and Participating Store on the promotion web page for 28 days after that date
Prize claim	The winner must claim the prize within 3 months after the prize draw
Prize verification	Before claiming the prize, the winner must provide to the Promoter proof of purchase, being the original invoice for the Qualifying Purchase If the winner fails to provide the original invoice for the Qualifying Purchase within 28 days after prize notification or provide any other information requested by the Promoter to verify entry validity and entrant eligibility, the Prize is deemed unclaimed
Unclaimed prize	If required, an unclaimed prize draw may take place on 30/09/2021 at the same time and place as the original draw, subject to any directions from a regulator and winners, if any, will be notified by e-mail 2 business days after the draw and post their first initial, last name, state and Participating Store on the promotion web page for 28 days after the draw
Additional terms	Entrants must retain the original invoice for each Qualifying Purchase and that original invoice must clearly specify the Participating Store, the Participating Product and the date of the Qualifying Purchase (which must be before the entry date). If an entrant is unable to provide the original invoice for a Qualifying Purchase, the Promoter may (in its absolute discretion) invalidate all the entrant's entries and forfeit any right to the Prize

	Tax implications may arise from an entrant winning a Prize and they should obtain independent financial advice before claiming the prize The information in this table also includes the terms and conditions below
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1. **Terms and conditions:** These terms and conditions include the information in the table above. If you enter the promotion, you're deemed to accept these terms and conditions. These terms and conditions apply even after the winner has claimed the prize. If an entrant is ineligible or an entrant's entry is invalidated or after the prize has been claimed, the Promoter may (in its absolute discretion) demand return of the prize or payment of its value.
2. 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).
3. 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.
4. 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.
5. 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.
6. **Modification:** The Promoter may (in its absolute discretion), edit, modify, delete, remove or take-down any part of an entrant's entry.
7. **Entrant identity:** The Promoter may (in its absolute discretion) determine the identity of an entrant.
8. **Errors and omission:** The Promoter may (in its absolute discretion) accept any errors or omissions in the promotion process.
9. **Waiver:** If the Promoter fails to enforce a right, it does not constitute a waiver of that right.
10. **Receipt:** Paper entries are deemed to be received by the Promoter at the time of actual receipt by the Promoter. Online entries are deemed to be received by the Promoter at the time of actual receipt into the Promoter's database (and not at the time of transmission by the entrant).
11. **Risks:** The entrant acknowledges that there may be risks involved in entering the promotion. The winner acknowledges that there may be risks involved in using the prize and may be required to sign an acknowledgement of risk and waiver of liability for using the prize. The Promoter may (in its absolute discretion) exclude a winner who fails to sign an acknowledgement of risk and waiver of liability for using the prize or who is not able or suitable to use the prize.

12. **Entering:** The entrant must manually submit entries using an internet browser. The entrant must not use automated software or any other method to automatically submit entries. The Promoter will invalidate any entries suspected of being submitted using automatic means.
13. **Force majeure:** If the promotion process is not able to be carried out due to circumstances beyond the Promoter's control, including due to any tech or communication issues, the Promoter may (in its absolute discretion) amend, suspend or cancel the promotion, subject to the approval from the relevant regulator.
14. **Release and indemnity:** As a condition of claiming a prize, the Promoter may (in its absolute discretion) require a winner to sign a legal release and indemnity form.
15. **Social media:** While the Promoter may (in its absolute discretion) promote the promotion using social media platforms, the social media platforms do not sponsor, endorse or manage the promotion. The entrant provides their entry information to the Promoter (not the social media platform) and releases the social media platforms from any liability connected with the promotion.
16. **Prize:** The prize is not transferable or exchangeable for cash, except if the prize is cash. If the prize (or part of it) is unavailable, the Promoter may (in its absolute discretion) substitute the prize (or part of it) with a replacement prize of an equal or greater value, subject to the approval from the relevant regulator. The Promoter is not liable to the winner for any damage to or delay in transit of the prize.
17. **Liability:** To the maximum extent permitted by law, the Promoter and its employees, agents and contractors are not liable for any loss, expense, damage or liability suffered or incurred by an entrant or a winner in connection with the promotion, including:
 - (a) technical issues or equipment malfunction;
 - (b) theft, unauthorised access or interference;
 - (c) an entry or prize claim that is late, lost, altered, damaged or misdirected due to a reason beyond the reasonable control of the Promoter;
 - (d) a variation in prize value to that specified;
 - (e) a tax liability incurred by a winner or entrant; and
 - (f) use of the prize.

Nothing in this provision is intended to restrict, exclude or modify the consumer guarantees and the applicable consumer law, including the *Competition and Consumer Act 2010* (Cth).
18. **Intellectual property:** The entrant irrevocably assigns to the Promoter any intellectual property rights in any material submitted by them in an entry. The winner irrevocably consents to the Promoter using their name, likeness, image and voice in any media for an unlimited period without remuneration for the purpose of promoting the promotion and the Promoter's products and services.
19. **Personal information:** The Promoter collects personal information in order to carry out the promotion process, and may disclose that personal information to its employees, agents and contractors for the purpose of carrying out the promotion process. Entry is conditional on the entrant providing that personal information. If an entrant does not provide that personal information, they should not enter the promotion. If an entrant wishes to access or update the personal information the Promoter holds about them, they may contact the Promoter.
20. **Promotional material:** In entering the promotion, an entrant may be prompted to tick an "opt-in" box which authorises the Promoter to use the entrant's personal information to send promotional material about the Promoter's products and services and disclose that personal information to agents and contractors that the Promoter engages for that purpose.
21. **Privacy policy:** A copy of the Promoter's privacy policy is below: <https://onlineshop.dulux.co.nz/pages/privacy-collection-statement>.
22. **Criminal actions:** The Promoter may refer any attempt to deliberately undermine the legitimate operation of the promotion to the relevant law enforcement agency and seek damages.