

WATTYL PAINT CENTRE'S "WIN WITH 3M" PROMOTION (AUSTRALIA)
TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 or over who are either Valspar Account Customers or Trade Counter Cash Sales Customers. Employees (and their immediate families) of the Promoter, participating retailers and 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 (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. Promotion commences at 6.30am AEST on 02/03/2020 and final entries close at 11.59pm AEDST on 17/04/20 ("Promotional Period").
4. Competition is only open within Wattyl and Solver Paint Centres in Australia. All stores involved in the promotion will have the promotion advertised in store ("Participating Store").
5. "Participating Products" include the following 3M product/s (**1. MMM056694 Tape. 2. MMM100076 TapeATO10623323, 24ml, 4 PACK. 3. MMM913262 Headphones 90542H1-DC-PS-WORKTUNES CONNECT EARMUFF-NEWSKU**) stocked at a Participating Store ("3M Participating Products").
6. To enter Individuals must:
 - a. Purchase any of the 3M Participating Product/s from Participating Store/s during the Promotional Period ("Eligible Transaction"), in one transaction and
 - b. After their first purchase in the Promotional Period, register by SMSing their Valspar account number and State to **0409 516 370**. This is only needed to be done once during the promotional period. Only one individual may register for the competition per account number. The maximum cost of each SMS is 55 cents (inc GST). E.G.: 174362 NSW
7. Individuals will receive:
 - a. One (1) entry only for every individual purchase of 3M Participating Products (*note, one purchase of 3M Participating Products is one entry. However, example of three separate purchases all of 3M Participating Products will provide 3 entries*) providing each entry meets all the above terms.
8. There is no limit to the total number of entries, as long as each purchase complies with the above terms.
9. Once registered, entry to the promotion is automatic when above conditions are met. It is the entrant's responsibility to ensure their contact details are up-to-date and accurate. Only one registration per Account number.
10. Any prize drawn will be awarded to the Registered Business Owner associated with the registered Account Number, not necessarily the mobile number of the employee that registered.
11. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. Incomplete or indecipherable entries will be deemed invalid.
13. 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. There are five (5) major draws ("Major Draw") conducted from all the entries received. All entries will be divided in to the following State/Territory groups NSW/ACT, VIC/TAS, SA, WA and QLD/NT. The draw will be conducted from entries received in each State/Territory group. The first valid entry drawn for each State/Territory group will each receive a Weber Family Q BBQ with a RRP \$799.00 (including GST). Total Prize RRP \$3995.00 (including GST).
15. The prize draw will be held on 24/04/20 at AEDST 11.00am at Unit 40, 1-5 Thew Parade, CROMER NSW 2099. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and winners' names of prizes will be published at competitions.valsparprofessional.com.au from 08/05/20.
16. Each prize will be delivered to each Winner's nominated Wattyl Paint Centre or Solver Paint Centre store by 3M using registered courier. All prizes will be delivered within 28 days of the winner receiving notification of their prize win and confirming their preferred store. A presentation will then be held at the Store for the winner by Wattyl team. This presentation will be arranged on a date and time in agreement with the Winner and the Participating Store.
17. 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 prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
19. Prizes and/or Gifts are subject to the standard terms and conditions of individual prize and service providers.
20. A draw for any unclaimed prizes will take place on 24/07/20 the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any are required) will be notified in telephone (and within 2 business days of the draw) and their names will be published at competitions.valsparprofessional.com.au from 31/07/20.
21. Entrants consent to the Promoter using the entrant's 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, including Social 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.
22. 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 and (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion.
23. Any cost associated with accessing the promotional website or SMS service is the entrant's responsibility and is dependent on the Telecommunications provided and / or Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
 24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) exclude 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.
 25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and exclude 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: (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 (g) use of a prize.
 26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.wattyl.com.au/en/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
 27. The Promoter is Valspar Paint Services Pty Limited (ABN 64 117 127 214) of Level 3, 2 Burbank Place, Norwest Business Park, Baulkham Hills NSW 2153. Telephone (02) 8867 3469.
 28. Authorised under NSW Permit No. LTPS/20/42299