



**wattyl**  
**PRODISCOUNTS**  
Rewarding professional painters every day

**Wattyl PRODiscounts®** - Wattyl Paint Centre's exclusive Trade Account Holders Membership Program with PRODiscounts® Benefits

## **TERMS & CONDITIONS**

(As of 5 April, 2019)

### **ELIGIBILITY**

The Trade Account Holders Membership Program (the "Program") with Wattyl PRODiscounts® benefits is sponsored by Wattyl Paint Centre, which is owned by The Sherwin-Williams Company ("Sherwin-Williams").

Program membership is open to registered Business owners that: (i) are Trade Account Holders, i.e., have current Valspar / Sherwin-Williams Account or Trade Counter Cash Sales Account; (ii) legal residents of Australia and/or New Zealand, and (iii) 18 years of age or older.

By becoming a Member and participating in the Program, you represent that you meet these eligibility requirements and accept these Program Terms and Conditions (these "Terms"). The Program is void where prohibited by law.

### **MEMBERSHIP**

There are three ways for an existing Trade Account Holder to register to become a Wattyl PRODiscounts® Program member:

1. Via their local Sherwin-Williams Trade Representative and completing a Registration Form
2. At the service counter in a Wattyl Paint Centre in Australia or New Zealand and fully completing a Registration Form
3. Register their interest online by:
  1. Visiting [prodiscounts.wattyl.com.au](http://prodiscounts.wattyl.com.au) or [prodiscounts.wattyl.co.nz](http://prodiscounts.wattyl.co.nz); and
  2. On the Contact Us link, complete the form labelled "Please sign me up as a Wattyl PRODiscounts® Member"; and
  3. A member of our team will confirm that you are either an existing Trade Account Holder and will be contact with you, and then via their local Sherwin-Williams Trade Representative and completing a Registration Form or guide you to setting up a trade account for use at our Wattyl Trade Centre Stores.

You must provide the following information to register to become a Wattyl PRODiscounts® Program member:

- Valspar Trade Account No.
- Business Name
- First Name and Surname
- Email address
- Mobile no
- Business Address (that has postal facilities)
- Suburb
- Postcode
- Country
- Birthday month
- Preferred Wattyl Paint Centre
- Bilingual – Preferred language spoken/written (Chinese, Arabic, Greek, Other (please specify) (note, this question is for marketing purposes only)

All face to face, print, electronic and web communication will be provided in English only.

To become a member and receive Wattyl PRODiscounts® Program benefits, you must provide your e-mail address. There is no membership fee to register for the Program. For your membership to remain active, your Trade Account must have activity every quarter and have a minimum overall spend of \$1000 each calendar year. Each Wattyl PRODiscounts® Program member is responsible for maintaining accurate and updated personal information.

To update your personal information, please visit your local Wattyl Paint Centre store or contact your Trade Representative, and/or email [prodiscounts@wattyl.com.au](mailto:prodiscounts@wattyl.com.au) or [prodiscounts@wattyl.co.nz](mailto:prodiscounts@wattyl.co.nz). Personal Information will only be used for marketing, promotion and provision of information which Sherwin-Williams deems would be of interest to Wattyl PRODiscounts® Program members. Your information will be maintained and handled according to Sherwin-Williams' [Privacy Policy](#).

Wattyl PRODiscounts® Program membership is only activated on receipt by Sherwin-Williams of a fully completed Registration Form. Each application for membership of the Wattyl PRODiscounts® Program is subject to acceptance by Sherwin-Williams in its absolute discretion.

Membership in the Program entitles you to the Wattyl PRODiscounts® Program benefits outlined below at Wattyl Paint Centre retail paint stores located in Australia and New Zealand. By registering for the Program, you agree to receive promotional offers and updates by mail, email, text message or other digital service (such as through applications that the Member installs on a mobile device), phone or post, from Sherwin-Williams, subject to the Privacy Policy and obligations under applicable law. Wattyl PRODiscounts® Program members may unsubscribe from Sherwin-Williams promotional offers sent by e-mail and/or SMS at any time via the unsubscribe link in e-mails / SMS, online at [prodiscounts.wattyl.com.au](http://prodiscounts.wattyl.com.au) or [prodiscounts.wattyl.co.nz](http://prodiscounts.wattyl.co.nz) or by emailing [prodiscounts@wattyl.com.au](mailto:prodiscounts@wattyl.com.au) or [prodiscounts@wattyl.co.nz](mailto:prodiscounts@wattyl.co.nz) at any time.

Your membership is for business use only, non-transferable, and subject to present and future Program Terms. Sherwin-Williams reserves the right to revoke a Wattyl PRODiscounts® Program member's participation in the Program at anytime. Wattyl PRODiscounts® Program members will not receive a physical membership card.

## **BENEFITS**

Membership in the Program entitles Wattyl PRODiscounts® Program members to the following Wattyl PRODiscounts® Program benefits from the date of registration:

1. **Welcome Voucher.** Upon sign up, you will receive an email confirming your membership to Wattyl PRODiscounts®. The email will also include a one-time voucher via email, which you can redeem in Wattyl Paint Centres. The specific offer will change from time to time. Use of the voucher is subject to specific voucher terms, including expiration date.
2. **Exclusive Discount Every Time You Shop.** Just by showing your latest Wattyl PRODiscounts® email on your phone at the service counter at the time of your transaction to confirm you are a registered Wattyl PRODiscounts® Program member, you will receive discounts every time you shop.
  - Everyday discounts on accessory purchases (excluding Spray Machines and Spray Machine accessories)
  - Additional discounts for bulk accessory purchases
  - Access to exclusive, limited time offers

For the most up-to-date discount offers and pricing please see instore for current offers or contact your local Trade Representative.

Sale pricing or other offers that result in greater savings will supersede this discount. Other exclusions may apply, see your local store for details.

3. **Exclusive Sales Events.** Take advantage of significant savings during exclusive sale events available only for Wattyl PRODiscounts® Members.
4. **Sale Alerts, Tips and Ideas and More.** You will receive periodic e-mails and/or sms that give you advance notification of sale events, plus great colour trends, decorating, how-to advice and more.

Should any vouchers be provided to Wattyl PRODiscounts® Program members, these vouchers are not transferable and/or redeemed for cash and are only valid as specified on vouchers Each voucher will have its own terms and conditions listed.

## **PROGRAM AND MEMBERSHIP TERMINATION**

Sherwin-Williams reserves the right to suspend or terminate the Wattyl PRODiscounts® Program at any time by providing not less than 60 days' notice to members. Membership in the Wattyl PRODiscounts® Program may be terminated immediately by Sherwin-

Williams if Sherwin-Williams has reasonable grounds to suspect that a Wattyl PRODiscounts® Program member has defrauded the Wattyl PRODiscounts® Program in any way. Sherwin-Williams may terminate any membership of the Wattyl PRODiscounts® Program without notice, if the relevant member: fails to comply with these membership Terms and Conditions; engages in misleading or deceptive conduct in connection with the Wattyl PRODiscounts® Program; or the member does not use his or her Trade Account for a period of 18 months, or dies or becomes bankrupt. A member may terminate his or her membership in the Wattyl PRODiscounts® Program at any time by giving written notice to Sherwin-Williams at [prodiscounts@wattyl.com.au](mailto:prodiscounts@wattyl.com.au) or [prodiscounts@wattyl.co.nz](mailto:prodiscounts@wattyl.co.nz).

#### **GENERAL CONDITIONS**

Wattyl PRODiscounts® Program membership and its benefits are offered at the discretion of Sherwin-Williams. Sherwin-Williams reserves the right, without limitation, to terminate, change, limit, modify, or cancel the Program or any Program rules, benefits, or conditions at any time, qualifications for joining and/or remaining in the program with or without notice. Sherwin-Williams shall post revised Terms on the Program website located at [prodiscounts.wattyl.com.au](http://prodiscounts.wattyl.com.au) or [prodiscounts.wattyl.co.nz](http://prodiscounts.wattyl.co.nz). Any change shall take effect immediately, unless otherwise provided. You waive any right you may have to receive specific notice of such changes, and your continued participation in the Program will constitute your acceptance. You should therefore periodically visit this page to review the then-current Terms to which you are bound.

Where Sherwin-Williams is required to give notice under these Terms and Conditions, notice may be given by either publishing a notice on the Wattyl PRODiscounts® website located at [prodiscounts.wattyl.com.au](http://prodiscounts.wattyl.com.au) or [prodiscounts.wattyl.co.nz](http://prodiscounts.wattyl.co.nz) and/or by email to the members of the Wattyl PRODiscounts® Program. If you have any questions in relation to the Wattyl PRODiscounts® Program please contact your nearest participating Wattyl Paint Centre in Australia or New Zealand or email [prodiscounts@wattyl.com.au](mailto:prodiscounts@wattyl.com.au) or [prodiscounts@wattyl.co.nz](mailto:prodiscounts@wattyl.co.nz).

Abuse of the Program, including failure to follow the Terms, any misrepresentation of fact relating thereto, or any other improper conduct as determined by Sherwin-Williams in its sole judgment may result in disqualification from Program participation. Sherwin-Williams in its sole discretion may prosecute abuse of the Program to the fullest extent of the law.

#### **DISCLAIMERS; LIMITATION OF LIABILITY**

Sherwin-Williams, its subsidiaries and affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") make no warranty, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose with respect to the Program or Program membership.

By participating in the Program, each Wattyl PRODiscounts® Program member hereby releases the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorneys' fees) relating to that individual's participation in the Program or acceptance of these Terms. Wattyl PRODiscounts® Program members waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **COMPLETE TERMS**

These Terms, including all materials referenced herein, represent the entire understanding between Sherwin-Williams and any Wattyl PRODiscounts® Program member or user with respect to the Program and supersede any other agreements, statements, or representations. Headings used herein are for reference only and shall not affect the meaning or interpretation of these Terms. If these Terms are translated into a language other than English, the English language version shall prevail.