

WATTYL "VILLA CARMELINA" PROMOTION
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. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Entry is only open to individuals aged 18 or over living in Australia. 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.
4. The Promoter is Valspar Paint Services Pty Limited (ABN 64 117 127 214) of 2 Burbank Place, Norwest Business Park, Baulkham Hills NSW 2153. Telephone (02) 8867 3469.

How to enter

5. During the Promotional Period the Promoter will use its Instagram account www.instagram.com/wattylpaint and/or Facebook account www.facebook.com/wattylpaint to publish various posts asking people to visit www.facebook.com.au/wattylpaint, search for the relevant post and to comment on the post (as applicable) ('Post').
6. To enter you must: Ensure you
 - a. 'Like' Wattyl Paint - facebook.com/wattylpaint and continue to 'Like' it until the winner is announced; and
 - b. On the Post, comment as required with a picture and words, to a maximum of 100 words
 - c. Ensure the post is set to 'public' so that @wattylpaint can see the post (and judge).
7. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win a prize.
8. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook membership and the use of Facebook generally are subject to the Instagram prevailing terms and conditions of use available at facebook.com. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Instagram and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

When to enter and Judging of Entries

9. The Promotion Period commences 07/12/20 and closes on 10/01/21 at 11:59pm. ("Promotional Period").
10. All valid entries received during the Promotional Period, will be judged against the Judging Criteria on 19/01/21.
11. The winner of a prize will be notified via Facebook Private Message within 1 working day of the Judging. The Winner will also be notified by a comment advising them of the win (where possible) from @wattylpaint on the winning post. Once the winner has responded the winner will also be published on facebook.com/wattylpaint and wattyl.com.au
12. All times noted in these Terms and Conditions are AEDST. Entries must be received by the Promoter prior to the close date and time of the Promotional Period to be eligible to win a prize.
13. Should the Promoter receive low or no entries to the Promotion, the Promoter reserves the right to extend the Promotion closing date.
14. There is one prize to be won. The winner of the Prize will be the best valid entry as judged by the judging panel, having regard to the creativity of their answer ("Judging Criteria"). All judging of valid entries will be undertaken by the Promoter or the Promoters agent or representative. The judges' decision is final and no correspondence will be entered into.
15. The Promoter may, in its absolute discretion, select a replacement winner from the valid entries in the event that a winner cannot satisfy any element of these Terms and Conditions.

Number of Entries permitted

16. Only one entry per Facebook account will be judged. If multiple entries by the one Facebook account are made, the Promoter will only submit the earliest entry for judging.

Prize on offer

17. The prize is made up of two parts:
 - a. \$500 to spend at the Winner's nearest Wattyl Paint Centre in Australia **on Wattyl I.D Advanced** interior paint range. The prize can be spent only on Wattyl I.D Advanced branded paint products. At the time of winning, the Promoter will confirm the Winner's nearest store (Nominated Store). An account will be set up in their name at the Nominated Store and the \$500 credit applied. This credit can be used all in one transaction, or progressively. \$500 expires 30/04/21, any funds remaining on the account after this date will be forfeited.
 - b. A 30 minute online design/colour consultation with Scott Weston. Consultation will be held via Zoom during business hours at Scott's discretion. Three possible times will be put to the Winner to select from, and consultation will be one of those times. A Wattyl employee will coordinate the consultation and provide the Winner with preparation details to help them make the best use of their 30 minute appointment. The 30 minutes is the total time of the Zoom meeting. It is up to the

Winner to make best use of their 30 minutes. Consultation will be held in working hours at some stage in January/February 2021.

18. Total prize pool is valued up to AUD \$1000.00 (subject to clause 21).
19. The Winner will receive their prize credit, to the Promoter's best endeavours within 72 hours of the Winner and Promoter confirming their nearest store. Any delay outside the Promoter's control may mean that it can be up to 14 days until the prize credit is applied.
20. Prize is not transferrable, nor redeemable for cash.
21. Should the winner not be available at times suitable to Scott Weston and best endeavours by the Promoter, Winner and Scott Weston can not result in an agreed consultation time then either:
 - a. The Winner can write to Scott (via a Wattyl employee) and Scott can reply via email (a total time of Scott of 30 minutes); or
 - b. The Winner can have a Wattyl approved colour consultant complete the online consultation instead; or
 - c. The winner can forfeit this component of the prize
22. The Promoter is not responsible for any costs the Winner may incur for a consultation on Zoom.
23. In the event the Winner chooses to forfeit any aspect of the prize no compensation or alternative prize will be offered.
24. The Promoter will not be liable for a winner who cannot be contacted after making reasonable attempts and therefore forfeits the Prize and no correspondence will be entered into.
25. If the Promoter is unable to contact a winner to claim a prize or if the winner is unable to attend any element of a prize, including attending on the date and time set out above, the winner will forfeit the prize in its entirety and the Promoter may, in its absolute discretion, select a replacement winner from the valid entries.
26. 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.
27. Incomplete or indecipherable entries will be deemed invalid.
28. 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.
29. The Promoter reserves the right to conduct a redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
30. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. All prizes are subject to availability, not transferable or exchangeable for cash.
31. 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 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.
32. 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.
33. 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.
34. 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.
35. 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; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
36. 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.