

WIN A TRIP TO INDYCAR - TESTIMONIAL
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 and New Zealand residents aged 18 or over who are either Valspar Account Customers or Trade Counter Cash Sales Customers ("Trade Account"). 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 ("Eligible Entrant").
3. Promotion commences at 6.30am AEST on 30/04/19 and final entries close at 11.59pm AEST on 15/06/19 ("Promotional Period").
4. Competition is only linked to purchases made at Wattyl Trade Paint Centres in Australia and New Zealand. These stores are all stores which Eligible Entrants' valid and current and/or new Trade Accounts ("Participating Store"). A Current Trade Account is an Account that is not suspended, overdue, in arrears and/or in dispute. A Current Trade Account must have traded within 12 months prior to this purchase. A New Trade Account is an account that has been set up by the end of the Promotional Period (and purchase may have been before the Account was created).
5. "Participating Products" include the following Wattyl branded products:
 - a. **AUSTRALIA:** Wattyl Solagard, Wattyl I.D, Wattyl I.D Advanced, Wattyl Ultra, Wattyl Master Prep, Wattyl Master Enamel, Wattyl Master Trim, Wattyl Aqua Trim, Wattyl Aqua Prep, Wattyl Killrust, Wattyl Weathergard, Wattyl Estapol, Wattyl Colourwood, and Wattyl Craftsman.
To ensure clarity, products that are **EXCLUDED** include: Granosite, Wattyl Trade range, Wattyl Professional Choice range, Wattyl branded aerosols, samplers, and specialty products.
 - b. **NEW ZEALAND:** Wattyl Solagard, Wattyl I.D, Wattyl I.D Advanced, Wattyl Ultra, Wattyl Master Prep, Wattyl Master Enamel, Wattyl Aqua Trim, Wattyl Water-Based Prep, Wattyl Forestwood, Wattyl Killrust, Wattyl Estapol, Wattyl Colourwood and Wattyl Craftsman.
To ensure clarity, products that are **EXCLUDED** include: Granosite, Wattyl Trade range, Wattyl Professional Choice range, Wattyl branded aerosols, samplers, and specialty products. All Taubmans products are excluded.

All sizes and all bases in the above list are valid. Not all products, bases and/or sizes are available at all stores.

6. To enter, Eligible Entrants must:
 - a. Purchase a minimum of 30L of a Participating Product from a Participating Store; and
 - b. Go to the website listed (trade.wattyl.com.au or trade.wattyl.co.nz), and enter / register their details; and
 - c. In 50 words or less, answer the question '**Why you're winning with Wattyl**'; and
 - d. Upload a photograph; and
 - e. Ensure either Wattyl or a Participating Product (Clause 5) is mentioned in words or imagery in answer. ("Entry"); and
 - f. By the time the competition closes, the entrant has a valid Trade Account
7. There is no limit on the total number of entries within the Promotional Period, assuming each entry relates to a separate 30L purchase and separate answer and photograph.
8. All entries remain the property of the Promoter. The Promoter, in its absolute discretion will choose to use any / all entries in any / all media to promote their products. Entrants consent that all images and answers they upload are their own work. Entrants acknowledge that their Entry, whether they win or not, becomes the property of the Promoter. The Promoter may choose to use any Entry to promote on Wattyl's social network or in branded printed media content. In the event this occurs, the Entrant will not be notified prior to Wattyl using their entry for product publicity purposes. The Entrant will receive no remuneration should the Promoter use their entry. Some Shortlisted Entrants may be contacted and asked to go, at their own will to their nearest Wattyl Paint Centre and film their answer.
9. Any prize awarded will be awarded to the Registered Business Owner associated with the registered Account Number, not necessarily the mobile number of the employee that registered. There is a limit of one prize per Account Number.
10. 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. 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.

11. Incomplete or indecipherable entries will be deemed invalid.
12. All valid entries received during the Promotional Period, will be judged on 28/06/19 at 10am AEST against the Judging Criteria of **“Why you’re Winning with Wattyl”** at the Promoter’s Office. 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.
13. The Promoter may, in its absolute discretion, select a replacement winner from the valid entries in the event that an invalid entry or ineligible entrant is drawn.
14. The Winner will be notified by telephone and in writing and winner’s name will be published at www.competitions.valsparprofessional.com.au and on Wattyl’s Social Media channels from 04/07/19.
15. The Winner receives the following prize:
 - a. Prize is for the Winner only, (no companion)
 - b. Return economy flights from the winner’s nearest Regional City (AU or NZ) to Portland, Oregon, departing Sydney, Australia on 29/08/19. Depending on your nearest Regional City, departure may occur 28/08/19 and include overnight accommodation at a Sydney Airport Hotel (4 stars, single room, with breakfast).
Departing flight will leave Portland, Oregon 02/09/19, and arrive into Sydney, Australia 04/09/19. Depending on your nearest Regional City you may not arrive home until 05/09/19 and may include overnight accommodation at a Sydney Airport Hotel (4 stars, single room, with dinner and breakfast included).
 - c. Transfers Portland airport/hotel/ Portland airport
 - d. 4 nights accommodation at Portland Marriott Downtown Waterfront (4 stars; single room, check in 29/08/19, check out 02/09/19), with breakfast daily
 - e. Welcome drinks on 29/08/19
 - f. A Purdy Factory tour including meals and transfers on 30/08/19
 - g. An afternoon touring Portland (optional) including tour guide and transfers on 30/08/19
 - h. 2 day pass to IndyCar on 31/08/19 and 1/09/19. Tickets will be in a suite and include catering and beverages plus, if weather permits, a trackside tour
 - i. A closing dinner on 01/09/19
 - j. Winners will each receive a gift pack containing Wattyl branded merchandise

All dates and events are in times based on the location the activity is occurring. All winners will be attending the same events together. There is no flexibility on dates.

Prize Pool RRP is valued at up to AUD \$6750 (including GST) depending on place of departure. At time of writing, Prize Pool RRP is valued at approx. NZ \$8570 (incl GST).

16. The Winner must be able to travel on the specified dates and provide at their own expense a valid and current passport, as required by US laws (6-month validity). The Winner is also responsible for arranging and paying at their own expense, their own ESTA (USA Visa Application). The Winner is responsible to ensure they are legally able to fly out of Australia and enter the USA. Failure to do meet any/all of these conditions will immediately result in a Winner being illegible, and forfeiture of their prize. The next Reserve Winner/s will be notified of their win. The prize is not transferrable.
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. Where relevant and flights and/or accommodation forms part of a prize, spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, additional transfers (other than those specified), items of a personal nature, in-room charges and all other ancillary costs are not included. Each winner must depart from and return to the same departure point. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. The Winner may be required to present their credit card at time of accommodation check in. All accommodation and flights are to be booked by Monday 10th July 2019. The Winner must use the Promoter’s preferred supplier.
19. For all winners, any ancillary costs associated with getting to and from their local Regional airport will not be included and will be the responsibility of the winner.

20. Any costs associated with the enjoyment of the prize are the responsibility of the winner. The Prize is subject to the event venue/s and ticket terms and conditions, including any applicable clothing requirements. The Promoter and associated organisers and suppliers hereby expressly reserve the right to eject the winner for any activities for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize. The winner of the Prize is responsible for any further costs associated with redeeming the Prize which are not otherwise specified in these Conditions, including but not limited to, any additional travel costs, spending money, travel insurance, food and beverage expenses, additional entertainment and/or miscellaneous expenses or other incidentals. As per Clause 16, it is the winner's responsibility to arrange their own passport and ESTA (USA Visa Application), if required, and any costs associated with these. For the avoidance of doubt, no "spending money" is included as part of the Prize. Prize is non-transferable and cannot be exchanged for cash.
21. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. The Winner is responsible for any fees associated with owning and maintaining the prize. Prize is non-transferable, cannot be exchanged for any other prize, and cannot be exchanged for cash.
22. 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.
23. 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.
24. All entrants accounts must be current at time of draw. Any provisional winner drawn whose accounts are on "stop credit" will be disqualified and another entry will be drawn.
25. The Promoter's decision is final and no correspondence will be entered into.
26. 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.
27. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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 <https://privacy.sherwin-williams.com/gb/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. The Promoter complies with the privacy principles set out in the New Zealand Privacy Act 1993. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia and New Zealand
33. The Promoter is Valspar Paint Services Pty Limited (ABN 64117127214) of Level 3, 2 Burbank Place, Norwest Business Park, Baulkham Hills NSW 2153. Telephone (02) 8867 3469.