

## **Terms and Conditions for the 2019 Dulux Trade Points Members Stroke of Luck Competition**

1. These are the Terms and Conditions ("**Terms**") for the 2019 Dulux Trade Points Members Stroke of Luck Competition (the "**Competition**").
  2. Dulux Paints Ireland Limited of Shandon Works, Commons Road, Cork, T23 ET21 is the promoter of the Competition (the "**Promoter**").
  3. All members of the Dulux Trade Points programme ("**Participants**") are entitled to participate in this Competition.
  4. Participants take part in the Competition by completing the Stroke of Luck challenge within the Qualifying Period. The Stroke of Luck challenge for the period [17 September 2019 to 23 September 2019 inclusive]<sup>1</sup> (the "**Qualifying Period**") shall be as follows:
    - a. The Promoter shall endeavour to send all eligible Participants an email and/or a text message on or about 17 September 2019 informing them of the Competition.
    - b. The Participant shall send an email attaching:
      - i. a photograph of a site, room or wall before the Participant has painted it with Dulux products;
      - ii. a photograph of the same site after the Participant has completed painting the site with Dulux products; and
      - iii. the answer to the question posed by the Promoter for this Qualifying Period, to the Promoter within the Qualifying Period.
    - c. The Participant shall then receive an automated email from the Promoter.
    - d. Winning Participants shall be entitled to a Handheld Graco Sprayer (the "**Prize**").
    - e. The Promoter shall draw three winning Participants at random from those who have submitted correct answers to the question in 4. (b) (iii), who will be contacted via the mobile phone number associated with their Dulux Trade Points account to arrange for collection of the Prize.
  5. By participating in the Competition, Participants confirm that they are eligible to do so, confirm that they are eligible to receive the Prize and agree to be bound by these Terms.
  6. Winning Participants shall be asked to pose for, and contribute, promotional material for use by the Promoter. This will involve the processing of Participants' personal data. For more information on how winning Participants' personal data will be processed, please see the Data Protection Notice for the Competition overleaf.
  7. Winning Participants who do not meet the eligibility requirements or who are found to be in disregard of these Terms will lose their entitlement to the Prize. No compensation for loss of the Prize in these circumstances or otherwise shall be payable.
  8. The Promoter reserves the right to disqualify any Participant at its sole discretion. Any Participant found to be in disregard of these Terms or to have acted in bad faith shall be automatically disqualified.
  9. Prizes are subject to availability. A winning Participant shall be entitled to no more than one Prize per Qualifying Period. A Participant shall not be entitled to win in more than one Qualifying Period.
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10. Prizes are non-transferable, non-negotiable, non-exchangeable and non-refundable and cannot be used in conjunction with any other offers or promotions.
11. Employees of the Promoter and their spouses, partners, children, stepchildren, grandchildren, brothers, stepbrothers, sisters, stepsisters, parents, stepparents and/or legal guardians are not eligible to enter into this Competition.
12. In the event of a dispute, the decision of the Promoter is final and no correspondence will be entered into.
13. The Promoter reserves the right to alter, amend, cancel or withdraw this Competition in whole or in part, temporarily or permanently, at any time without prior notice for circumstances beyond its control.
14. To the fullest extent permitted by law, the Promoter excludes:
  - a. all conditions, warranties and other terms which might otherwise be implied; and
  - b. any liability for any loss or damage (whether direct or indirect) or consequential damage of any nature in contract, tort (including negligence) or otherwise caused by the acceptance of these Terms or in connection with this Competition.
15. This Competition is governed by the laws of Ireland and is subject to the exclusive jurisdiction of the Irish courts.

## **Data Protection Notice for the 2019 Dulux Trade Points Members Stroke of Luck Competition**

This Data Protection Notice briefly describes how Dulux Paints Ireland Limited of Shandon Works, Commons Road, Cork, T23 ET21 ("**Dulux**") will manage, handle and process the personal data ("**Personal Data**") that you will provide to Dulux should you be a winning participant in the 2019 Dulux Trade Points Members Stroke of Luck Competition (the "**Competition**").

The Personal Data of yours that Dulux will process, and the purposes and legal bases therefore, are as follows:

- your full name, your contact details, your address, the branch of Home Store you have selected in your Dulux Trade Points account and such other information as is necessary to provide you with your prize if you win or as is otherwise necessary for performance of the Competition; and
- your name, image and oral or written contributions, in the form of photographs of you and testimonials from you in audio, video or written form, which Dulux will use for promotional purposes on the basis of pursuing its legitimate interests. Please note that you may refuse to provide this Personal Data.

The Personal Data that Dulux collects from you will be processed by Dulux and may be processed by some or all of the following service providers:

- the branch of Home Store which you have indicated to Dulux in your Dulux Trade Points account;
- Dulux's customer loyalty partners, Chilli Pepper Marketing Limited of 42 Pines, Herbert Park Lane, Ballsbridge, Dublin 4, D04 DW01 and TLC Marketing Worldwide Limited of 19 Harcourt Street, London, W1H 4HF, United Kingdom; and
- Dulux's call centre services provider, Azpiral of Roselawn House, University Business Complex, National Technology Park, Limerick, V94 6X70.

Dulux will retain your Personal Data only for the later of as long as is necessary to perform the purposes set out above or a period of 12 months after the conclusion of the Competition.

You can address any of your concerns or questions, or request to exercise any of your rights as a data subject (e.g. access, erasure, objection, data portability or restriction), by contacting Dulux [info@dulux.ie](mailto:info@dulux.ie). For more information on data protection matters, please refer to our Website Data Protection Notice at <https://www.dulux.ie/en/privacy-statement>. You also have the right to lodge a complaint regarding the processing of your Personal Data to the Data Protection Commission or another relevant data protection supervisory authority.