## <u>Terms and Conditions for the 2025 Dulux Trade Points Members</u> <u>Quarter 4 Scan to Win Competition</u>

- 1. These are the Terms and Conditions ("**Terms**") for the 2025 Dulux Trade Points Members Quarter 4 Scan to Win Competition (the "**Competition**").
- 2. Dulux Paints Ireland Limited of Unit J, South City Business Park, Killinarden, Tallaght, Dublin, D24 YK25, Ireland, 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 scanning their Dulux Trade Points card every time they buy Dulux and AkzoNobel Products in their home store, within the Qualifying Period. [1st October 2025 to 30th November 2025 inclusive]<sup>1</sup> (the "Qualifying Period") shall be as follows:
  - a. The Promoter shall endeavour to send all eligible Participants an email, SMS and/or an In App message on or about the week commencing 13<sup>th</sup> October 2025 informing them of the Competition.
  - b. Each Dulux Trade Points membership card scan with purchase, during the Qualifying Period equals one entry to the Competition.
  - c. The Participant shall then receive a Test of Skill email and / or SMS from the Promoter, after the 4<sup>th</sup> December 2025, which must be completed by 11pm on Sunday, 7<sup>th</sup> December 2025.
  - d. The Participant must correctly answer the Test of Skill question via SMS, by:
    - i. Texting the capitalised word "TRADE";
    - ii. followed by the correct answer to the Test of Skill question (YES or NO);
    - iii. to 51155 by 11pm on Sunday, 7th December 2025.
  - e. Or, The Participant must correctly answer the Test of Skill question via email, by:
    - i. clicking on the link in the email received;
    - ii. completing their details on the Q4 Scan to Win Google Form;
    - iii. entering the correct answer to the Test of Skill question (YES or NO);
    - iv. submitting the completed entry form by 11pm on Sunday, 7th December 2025.
  - f. The Winning Participant will be entitled to choose between a €1,000 Smyths Toys Voucher or a €1,000 Dunnes Stores Voucher (the "Prize").
  - g. The Promoter shall draw the winning Participant at random from those who have completed 4. (d or e), who will then be contacted by phone by the Promoter, to arrange for delivery 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. By participating in this Competition, all Participants are deemed to give their consent to appear in future publicity materials or other promotional events and activities related to this Competition.
- 7. The Winning Participant 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.
- 8. By participating in this Competition, Participants acknowledge and agree that certain personal data relating to them (including their name and geographical location) may be disclosed to third parties.
- 9. The prize winner will be notified by phone or email week commencing the 8th December 2025. If any winner is unable to be contacted after a reasonable period of time, a replacement winner may be chosen at the Promoter's discretion.
- 10. 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.
- 11. 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.
- 12. Incomplete entries will be disqualified, and the Promoter accepts no responsibility for entries that are incomplete, illegible, damaged, delayed or lost or for technical errors. Proof of submission of an entry is not proof of receipt. Entries will become the property of the Promoter upon submission.
- 13. Prizes are non-transferable, non-negotiable, non-exchangeable and non-refundable and cannot be used in conjunction with any other offers or promotions.
- 14. 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.
- 15. In the event of a dispute, the decision of the Promoter is final, and no correspondence will be entered into.
- 16. 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.

- 17. 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.
- 18. This Competition is governed by the laws of Ireland and is subject to the exclusive jurisdiction of the Irish courts.

## <u>Data Protection Notice for the for the 2025 Dulux Trade Points Members</u> <u>Quarter 4 Scan to Win Competition</u>

This Data Protection Notice briefly describes how Dulux Paints Ireland Limited of Unit J, South City Business Park, Killinarden, Tallaght, Dublin, D24 YK25, Ireland, ("Dulux") will manage, handle and process the personal data ("Personal Data") that you will provide to Dulux should you be a participant in the 2025 Dulux Trade Points Members Quarter 4 Scan to Win 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, D04 DW01 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 for 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. For more information on data protection matters, please refer to our Website Data Protection Notice at <a href="https://www.dulux.ie/en/privacy-statement">https://www.dulux.ie/en/privacy-statement</a>. 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.