

NORTH MELBOURNE FC X DULUX COLOUR YOUR CLUB PROMOTION

Promotion Details

Promotion Name	NORTH MELBOURNE FC x DULUX COLOUR YOUR CLUB PROMOTION 2024
Promoter	The Promoters are DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton, Victoria 3168 and; North Melbourne Football Club (ABN 97 489 912 318) of 204-206 Arden Street, North Melbourne, 3051.
Promotion Type	Game of skill – one (1) major prize.
Promotion Period	Promotion Open Date: 11am on 21 June 2024 Promotion Close Date: 5pm on 31 July 2024
Entry Restrictions	<p>This Promotion is only open to sporting clubs across Tasmania and sporting clubs across Victoria including select WFNL, EDFL & BJFL clubs that are affiliate with North Melbourne Football Club via NGA programs. The person submitting the entry must be over the age of 18 years and must be a committee member or nominee of the entering club.</p> <p>Employees (and their Immediate Families) of the Promoter, the Participating Store or its parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. “Employees” means any directors, management, employees, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. “Immediate Family(ies)” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).</p> <p>Entries containing content including photo, digital or video content (Content) must obtain the permission of those individuals featured in the Content for the Promoters to use the Content as well as the name, image and likeness of those individuals featured in the Content in the media (including but not limited to electronic, digital, online, TV, radio and press) without compensation for the purposes of publicising and marketing the Promotion and each of the Promoters. Clubs submitting Content containing persons under 18 years of age must get permission from a parent or guardian before submitting the entry.</p> <p>The Promoters are responsible for determining whether a person is an eligible entrant in their absolute discretion. The Promoters may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.</p>
How to Enter	To be eligible to win, eligible entrants must, during the Promotion Period, go to the NORTH MELBOURNE FC form (https://www.dulux.com.au/about-us/community-partnerships/north-melbourne-football-club/colour-your-club-competition/) and enter in 100 words or less why their local sporting club needs a repaint from Dulux and how important their club is to the local community (it is required that you attach a photo and/or video content to support your submission).
Judging Criteria	The winning entry will be based on content and awarded to the one (1) entrant that uses their efforts to best describe their story about why their club needs a repaint and how important their club is to the local community.
Winning Entry	The winning entry will be determined on the basis of the Judging Criteria by a representative of each of the Promoters. The Judges’ decision is final and no further correspondence will be entered into.
Prize details	<p>A Club repaint with a total prize pool value of RRP \$4,000 (including GST) worth of paint plus \$500 worth of tools and accessories to help the Winner repaint their local football club that is the subject of the entry over the period of one day.</p> <p>The Promoters are not responsible for supplying volunteers or labour, this is at the discretion of the winning club.</p>

	<p>The prize is redeemable exclusively in August 2024, with the exact date to be determined by The North Melbourne Football Club Football Club and Dulux. It must be used for the local football club specified in the winning entry. The prize is not exchangeable, transferable or redeemable for cash. Prize must be used on the local football Club described in the winning entry.</p> <p>The prize is not exchangeable, transferable or redeemable for cash.</p>
Associated Costs	Any costs associated with entering or participating in the Promotion or in redeeming or enjoying the Prize are the responsibility of the entrant.
Notification	The major prize winner will be contacted by phone within 5 business days of their winning form being submitted and will be provided with instructions on when they can expect their prize to be delivered.
Entry Limits	A Club can only apply once and the entry must be submitted by a Club Committee member or nominee.
Unclaimed Prize Draw and Winner Publication	<p>If a prize remains unclaimed or is forfeited for any reason, the Promoters may conduct a further giveaway or giveaways as the Promoters deems necessary to distribute any unclaimed prize(s), subject to any written directions under relevant Lottery and Gaming Regulations.</p> <p>If any participating club has unclaimed prizes, a new winner will be determined on Monday, September 02, 2024.</p>
Media	By participating in the promotion, Entrants and the Winner consents to the Promoters using their name, image and likeness as well as their entry and any prizes awarded in the media (including but not limited to electronic, digital, online, TV, radio and press) without compensation for the purposes of publicising and marketing the Promotion and each of the Promoters.

Terms and Conditions

1. Information on how to enter the NORTH MELBOURNE FC X DULUX COLOUR YOUR CLUB PROMOTION 2024 and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoters can rely on these Terms and Conditions even if the Promoters only learns of a person's ineligibility after the Promoters has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoters may be required by the Promoters if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoters for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoters may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
 - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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 Promoters reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the NORTH MELBOURNE FC X DULUX COLOUR YOUR CLUB PROMOTION 2024, as appropriate.
8. The Promoters may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

9. Entries must be received by the Promoters and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
10. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoters reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
11. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
12. The Promoters are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoters reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
13. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an entrant, the Promoters reserves the right, in its sole discretion, to determine the identity of the entrant.
14. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoters and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
15. The Promoters may communicate or advertise this competition using Facebook and/or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. Entrants are providing their information to the Promoters and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
16. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoters reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoters and its representatives will not be liable for any damage to or delay in transit of prizes.
17. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
18. Except for any liability that cannot be excluded by law, the Promoters (including its officers, employees and agents) excludes 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, including, but not limited to, where arising out of the following: (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; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
19. The Promoters and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts,

excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

20. Entrants irrevocably consent and assign to the Promoters all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably consent to the Promoters using their 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.
21. The Promoters collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoters may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
22. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoters reserve the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoters may determine from time to time to the fullest extent permitted by law.
23. The Promoters are bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). By participating in this Promotion, each entrant agrees that the Promoter may use and disclose the personal information provided by the entrant for the purpose of conducting the promotion or any draw, and for any of the purposes set out in the Promoter's Privacy Policy (available at www.dulux.com.au), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how the Promoter will deal with that complaint. Any requests to access, update or correct any information should be directed to the Promoter.