

DULUX WEATHERGUARD PROMOTION - RULES

Important clauses which may limit our responsibility, place an obligation on you to indemnify us, involve an acknowledgment of any fact or involve some risk for you will be in bold and italics. You must pay special attention to these clauses.

1. INTRODUCTION

- 1.1. The DULUX Weatherguard Promotion ("**Competition**") is being run by ICI Dulux (Pty) Limited, Agent of AkzoNobel South Africa (Pty) Limited. Registration number: 1946/020769/07. VAT number: 4360149548 ("**the Organiser**").
- 1.2. Each person entering the Competition ("**participants/entrants/you/your**") and/or accepting any prize in terms of this Competition, agrees and accepts that the Competition rules as set out in these terms and conditions ("**Rules**") are binding on him or her.
- 1.3. Copies of these Rules are available online at www.dulux.co.za ("**the Website**").

2. COMPETITION PERIOD

- 2.1. The Competition commences at 00:01 on 23 June 2021 and will close at 23:59 on 14 September 2021 ("**Competition Period**"). No entries received after the end of the Competition Period will be considered.

3. WHO CAN ENTER

- 3.1. In order to be eligible to enter the Competition you must:
 - 3.1.1. be a legal, permanent resident of the Republic of South Africa;
 - 3.1.2. be in possession of a valid identity document with a 13 (thirteen) digit identity number;
 - 3.1.3. be 18 (eighteen) years old or older on the date you enter or, if you are younger than 18 (eighteen) years of age, you must be assisted to the extent necessary by a parent/legal guardian;
 - 3.1.4. be a natural person;
 - 3.1.5. not be barred or disqualified by any authority from taking delivery and transfer of the Prize or any portion thereof; and
 - 3.1.6. have an active South African bank account in their name (proof of bank account will be required).
- 3.2. Notwithstanding clause 3.1, you are not eligible to enter this Competition if:

- 3.2.1. you are a director, member, partner, employee, agent or consultant of the Organiser, or any other person who directly or indirectly controls or is controlled by the Organiser;
- 3.2.2. you are an immediate family member of any of the persons specified in clause 3.2.1;
- 3.2.3. you are a supplier of goods or services in connection with the Competition; or
- 3.2.4. you are a Dulux trade partner / are employed by a Dulux trade customer.

4. HOW TO ENTER

- 4.1. Consumers are able to enter the Competition by purchasing a participating product from the Dulux Weatherguard range ("**the Product**").
- 4.2. Dial the USSD (Unstructured Supplementary Service Data) code (*120*2676#) from your mobile phone.
- 4.3. Each entry will be charged at 20c (twenty cents) per 20 (twenty) seconds. Free minutes do not apply. Cost of each entry will however not exceed R1.50 (one rand and fifty cents) in total.

5. Participating Products

- 5.1. The participating products for this promotion include;

DULUX WEATHERGUARD	A TOUGH, DURABLE EXTERIOR COATING WITH MAXIFLEX™ TO COVER HAIRLINE CRACKS.	BARCODE	PACK SIZE
5147097	DA DLX W/GUARD FT ALCUDIA 5L	6001062004948	5L
5147096	DA DLX W/GUARD FT ALCUDIA 20L	6001062004955	20L
5147105	DA DLX W/GUARD FT BEIGE SAND 5L	6001062021563	5L
5147104	DA DLX W/GUARD FT BEIGE SAND 20L	6001062021549	20L
5301037	DA DLX W/GUARD FT BERG CLOUD 5L	6001062996410	5L
5301036	DA DLX W/GUARD FT BERG CLOUD 20L	6001062996403	20L

5147081	DA DLX W/GUARD FT BRILLIANT WHITE 5L	6001062044357	5L
5147080	DA DLX W/GUARD FT BRILLIANT WHITE 20L	6001062099609	20L
5147113	DA DLX W/GUARD FT BUSHVELD 5L	6001062091276	5L
5147112	DA DLX W/GUARD FT BUSHVELD 20L	6001062091269	20L
5301032	DA DLX W/GUARD FT CAPE FOG 5L	6001062996373	5L
5301031	DA DLX W/GUARD FT CAPE FOG 20L	6001062996366	20L
5147089	DA DLX W/GUARD FT CASTILLE 5L	6001062050150	5L
5147088	DA DLX W/GUARD FT CASTILLE 20L	6001062000612	20L
5147102	DA DLX W/GUARD FT CASTLEWOOD CANYON 20L	6001062021525	20L
5147103	DA DLX W/GUARD FT CASTLEWOOD CANYON 5L	6001062021532	5L
5147107	DA DLX W/GUARD FT CHALK STONE 5L	6001062021600	5L
5147106	DA DLX W/GUARD FT CHALK STONE 20L	6001062021594	20L
5147121	DA DLX W/GUARD FT CINNAMON DOVE 5L	6001062091306	5L
5147120	DA DLX W/GUARD FT CINNAMON DOVE 20L	6001062091290	20L
5301030	DA DLX W/GUARD FT GREY WIND 5L	6001062996359	5L
5301029	DA DLX W/GUARD FT GREY WIND 20L	6001062996342	20L

5147115	DA DLX W/GUARD FT KAROO LAND 5L	6001062091214	5L
5147114	DA DLX W/GUARD FT KAROO LAND 20L	6001062091207	20L
5147093	DA DLX W/GUARD FT LA CASA 5L	6001062053458	5L
5147092	DA DLX W/GUARD FT LA CASA 20L	6001062000636	20L
5147111	DA DLX W/GUARD FT LEOPARDS LAIR 5L	6001062091191	5L
5147110	DA DLX W/GUARD FT LEOPARDS LAIR 20L	6001062091184	20L
5147079	DA DLX W/GUARD FT MALAGA 5L	6001062044654	5L
5147078	DA DLX W/GUARD FT MALAGA 20L	6001062000575	20L
5147091	DA DLX W/GUARD FT MARBELLA 5L	6001062053359	5L
5147090	DA DLX W/GUARD FT MARBELLA 20L	6001062000629	20L
5147101	DA DLX W/GUARD FT MOHAWK VALLEY 5L	6001062021501	5L
5147100	DA DLX W/GUARD FT MOHAWK VALLEY 20L	6001062021488	20L
5147087	DA DLX W/GUARD FT MOROCCAN GOLD 5L	6001062013414	5L
5147086	DA DLX W/GUARD FT MOROCCAN GOLD 20L	6001062013407	20L
5147117	DA DLX W/GUARD FT NIGHTINGALE GREY 5L	6001062091320	5L
5147116	DA DLX W/GUARD FT NIGHTINGALE GREY 20L	6001062091313	20L
5147083	DA DLX W/GUARD FT PALOMINO 5L	6001062044753	5L

5147082	DA DLX W/GUARD FT PALOMINO 20L	6001062000582	20L
5147119	DA DLX W/GUARD FT PHEASANT FEATHER 5L	6001062091238	5L
5147118	DA DLX W/GUARD FT PHEASANT FEATHER 20L	6001062091221	20L
5147109	DA DLX W/GUARD FT PORTLAND 5L	6001062021624	5L
5147108	DA DLX W/GUARD FT PORTLAND 20L	6001062021617	20L
5147085	DA DLX W/GUARD FT SAN SEBASTIAN 5L	6001062045156	5L
5147084	DA DLX W/GUARD FT SAN SEBASTIAN 20L	6001062000599	20L
5147099	DA DLX W/GUARD FT STONEWARE 5L	6001062021471	5L
5147098	DA DLX W/GUARD FT STONEWARE 20L	6001062021464	20L
5301028	DA DLX W/GUARD FT SUMMER SHOWERS 5L	6001062996335	5L
5301026	DA DLX W/GUARD FT SUMMER SHOWERS 20L	6001062996328	20L
5147095	DA DLX W/GUARD FT TOSCANA 5L	6001062004924	5L
5147094	DA DLX W/GUARD FT TOSCANA 20L	6001062004931	20L
5147123	DA DLX W/GUARD FT VALERIAN CLAY 5L	6001062091252	5L
5147122	DA DLX W/GUARD FT VALERIAN CLAY 20L	6001062091245	20L

5301039	DA DLX W/GUARD FT VELD STORM 5L	6001062996434	5L
5301038	DA DLX W/GUARD FT VELD STORM 20L	6001062996427	20L
DULUX WEATHERGUARD (DCS)	A TOUGH, DURABLE EXTERIOR COATING WITH MAXIFLEX™ TO COVER HAIRLINE CRACKS.		
5147125	DA DLX W/GUARD FT BASE 7 PASTEL 5L	6001062009745	5L
5147124	DA DLX W/GUARD FT BASE 7 PASTEL 20L	6001062009738	20L
5147127	DA DLX W/GUARD FT BASE 8 MEDIUM 5L	6001062009776	5L
5147126	DA DLX W/GUARD FT BASE 8 MEDIUM 20L	6001062009769	20L
5147129	DA DLX W/GUARD FT BASE 9 DEEP 5L	6001062009790	5L
5147128	DA DLX W/GUARD FT BASE 9 DEEP 20L	6001062009783	20L
5581903	DA DLX W/GUARD FT BASE 6 U/DEEP 20L	6001062115385	20L
DULUX WEATHERGUARD ULTRASMOOTH	A HIGH QUALITY WASHABLE, SMOOTH WALL FINISH IDEAL FOR EXTERIOR USE.		
5274374	DA DLX W/GUARD U/SM WHITE 5L	6001062993099	5L
5274375	DA DLX W/GUARD U/SM WHITE 20L	6001062993105	20L
5274462	DA DLX W/GUARD U/SM ALCUDIA 5L	6001062993211	5L
5274463	DA DLX W/GUARD U/SM ALCUDIA 20L	6001062993228	20L

5274470	DA DLX W/GUARD U/SM BEIGE SAND 5L	6001062993297	5L
5274471	DA DLX W/GUARD U/SM BEIGE SAND 20L	6001062993303	20L
5274388	DA DLX W/GUARD U/SM CASTILLE 5L	6001062993174	5L
5274389	DA DLX W/GUARD U/SM CASTILLE 20L	6001062993181	20L
5274472	DA DLX W/GUARD U/SM CALIFORNIA 5L	6001062993310	5L
5274473	DA DLX W/GUARD U/SM CALIFORNIA 20L	6001062993327	20L
5274474	DA DLX W/GUARD U/SM CHALK STONE 5L	6001062993334	5L
5274475	DA DLX W/GUARD U/SM CHALK STONE 20L	6001062993341	20L
5274468	DA DLX W/GUARD U/SM CASTLEWOOD C 5L	6001062993273	5L
5274469	DA DLX W/GUARD U/SM CASTLEWOOD C 20L	6001062993280	20L
5356919	DA DLX W/GUARD U/SM KAROO LAND 5L	6001062999565	5L
5356920	DA DLX W/GUARD U/SM KAROO LAND 20L	6001062999572	20L
5274376	DA DLX W/GUARD U/SM MALAGA 5L	6001062993112	5L
5274377	DA DLX W/GUARD U/SM MALAGA 20L	6001062993129	20L
5274466	DA DLX W/GUARD U/SM MOHAWKVALLY 5L	6001062993259	5L

5274467	DA DLX W/GUARD U/SM MOHAWKVALLEY 20L	6001062993266	20L
5274386	DA DLX W/GUARD U/SM MOROCCANGOLD 5L	6001062993150	5L
5274387	DA DLX W/GUARD U/SM MOROCCANGOLD 20L	6001062993167	20L
5274378	DA DLX W/GUARD U/SM PALOMINO 5L	6001062993136	5L
5274385	DA DLX W/GUARD U/SM PALOMINO 20L	6001062993143	20L
5356921	DA DLX W/GUARD U/SM PEBBLE STRETCH 5L	6001062999589	5L
5356922	DA DLX W/GUARD U/SM PEBBLE STRETCH 20L	6001062999596	20L
5274428	DA DLX W/GUARD U/SM TOSCANA 5L	6001062993198	5L
5274461	DA DLX W/GUARD U/SM TOSCANA 20L	6001062993204	20L
5274464	DA DLX W/GUARD U/SM STONEWARE 5L	6001062993235	5L
5274465	DA DLX W/GUARD U/SM STONEWARE 20L	6001062993242	20L
DULUX WEATHERGUARD ULTRASMOOTH (DCS)	A HIGH QUALITY WASHABLE, SMOOTH WALL FINISH IDEAL FOR EXTERIOR USE.		
5274476	DA DLX W/GUARD U/SM BASE 7 PASTEL 5L	6001062993358	5L
5274477	DA DLX W/GUARD U/SM BASE 7 PASTEL 20L	6001062993365	20L

5274478	DA DLX W/GUARD U/SM BASE 8 MEDIUM 5L	6001062993372	5L
5274479	DA DLX W/GUARD U/SM BASE 8 MEDIUM 20L	6001062993389	20L
5274480	DA DLX W/GUARD U/SM BASE 9 DEEP 5L	6001062993396	5L
5274481	DA DLX W/GUARD U/SM BASE 9 DEEP 20L	6001062993402	20L
5274482	DA DLX W/GUARD U/SM BASE 6 U/DEEP 5L	6001062993419	5L
5274483	DA DLX W/GUARD U/SM BASE 6 U/DEEP 20L	6001062993426	20L

6. DETERMINATION OF PRIZES / PRIZES FOR RETAIL

6.1. The mobile or USSD portion of the Competition will see weekly cash prizes awarded to randomly drawn winners. All prizes are awarded on a chance to win basis ("**Drawn Prizes**"). Prizes are limited to 1 (one) prize per winner / natural person. These prizes will be given away as part of a draw process. Drawn Prizes will include:

6.1.1. 5 x R1,500.00 (One Thousand Five Hundred Rand) Daily Cash Prizes to be won. That's a total of R7,500.00 (Seven Thousand Five Hundred Rand) given away daily over the Competition Period of 84 days, totalling R630,000.00 (Six Hundred and Thirty Thousand Rand) in daily cash for the entire promotion; and

6.1.2. 3 x Grand Prizes/ Home Make-Overs to the value of R150,000.00 (One Hundred and Fifty Thousand Rand) each to be won. The Grand Cash Prize winners will be drawn at the end of the Competition on 16 September 2021 and winners will be announced by 30 September 2021.

6.2. The Competition prizes are not transferrable from the prize winners to any other person and may not be exchanged, except if otherwise stipulated in these Rules.

6.3. 10 (ten) entries will be allowed per cellphone number over the Competition Period. Each entry must be accompanied by a unique till slip (multiple entries with one till slip is not permitted). In the case where a winner has been drawn and they have entered multiple times they will be required to present unique till slips for each entry as proof of purchase.

- 6.4. Each entrant (by name and/ or cellphone number) can only qualify once to win a daily cash prize but will also be entered into the 3 x grand prize draw at the end of the campaign.
- 6.5. All daily entries submitted over the campaign period, will qualify for the grand prize draw.
- 6.6. Each entrant (by name and/or cellphone number) can only qualify once for the Grand Prize and may not win more than 1 (one) Grand Prize (R150 000 Home Make-Over).

7. DELIVERY OF DRAWN PRIZES

7.1. Drawn Prizes

Winners of the Drawn Prizes will be contacted and notified via telephone call that they are a potential winner. The potential winner/s will be required to provide the following documentation: a valid delivery address, a valid South African ID copy, the proof of purchase of the product used to enter in the form of a till slip (valid and unique till slip for every entry per cellphone number must be provided), proof of their valid South African bank account and a photographic image of themselves to be published on Dulux social media pages. If required, the potential winner will have 48 hours to submit the relevant documentation before forfeiting the prize. Failure to do so will result in a disqualification.

8. GENERAL TERMS

- 8.1. ***The Organiser may in its sole discretion amend these Rules at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date of publication of the revised Rules on the Website.***
- 8.2. The Organiser will interpret the Rules in their sole discretion and reserve the right to amend the Rules at any time should it be deemed necessary in the sole and unfettered discretion of the Organiser.
- 8.3. If you are not eligible to enter the Competition in terms of clause 3 above, you will forfeit any prize that may be allocated to you in terms of this Competition. The Organisers reserve the right to request you to provide necessary proof that you have met the eligibility requirements. Should you fail to provide such proof within a reasonable time, you will be disqualified and any prizes will be forfeited and returned if applicable.
- 8.4. ***IN THE EVENT OF A DISPUTE, THE DECISION OF THE ORGANISER WILL BE FINAL AND BINDING AND NO CORRESPONDENCE WILL BE ENTERED INTO. IN THIS REGARD AND FOR FURTHER CLARITY, THE ORGANISER SHALL BE ENTITLED TO DEAL WITH SUCH DISPUTES (OR ANY FAILURE BY PARTICIPANTS TO FOLLOW THE RULES) IN THEIR SOLE DISCRETION, INCLUDING THAT THE ORGANISER SHALL BE ENTITLED, IN ADDITION TO ANY OTHER RIGHTS WHICH THE ORGANISER MAY HAVE IN TERMS OF THESE RULES AND/OR THE GENERAL COMPETITION RULES, TO IMMEDIATELY DISQUALIFY PARTICIPANTS FROM THIS COMPETITION.***

- 8.5. **BY ENTERING THE COMPETITION AND/OR ACCEPTING ANY PRIZE, THE ENTRANTS, USERS AND/OR WINNERS HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE ORGANISER (INCLUDING ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES), ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS (THE "ORGANISER PARTIES") FROM AND AGAINST ANY ACTIONS, CLAIMS AND/OR LIABILITY FOR INJURY, LOSS, DAMAGE, EXPENSE, CLAIM OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THE COMPETITION, AND/OR THE USE, ACCEPTANCE OR POSSESSION OF A PRIZE, AND/OR PARTICIPATION (OR NON-PARTICIPATION) IN A PRIZE-RELATED ACTIVITY.**
- 8.6. **THE ORGANISER RESERVES THE RIGHT TO TERMINATE THE COMPETITION AT ANY TIME WITH IMMEDIATE EFFECT. IF THIS IS THE CASE, THE ORGANISER WILL PROVIDE A NOTICE ON THE WEBSITE. IT SHALL BE THE RESPONSIBILITY OF ENTRANTS TO REVIEW SUCH WEBSITE IN THIS RESPECT. IN SUCH EVENT, ALL ENTRANTS HEREBY WAIVE ANY RIGHTS WHICH THEY MAY HAVE AGAINST ANY OF THE ORGANISER PARTIES AND ACKNOWLEDGE THAT THEY WILL HAVE NO RECOURSE OR CLAIM OF ANY NATURE AGAINST THE ORGANISER PARTIES.**
- 8.7. **THE ORGANISER MAY COLLECT, STORE AND USE ANY PERSONAL INFORMATION (AS DESCRIBED IN CLAUSE 7.1 ABOVE) OF ENTRANTS AND/OR OTHER PARTICIPANTS. ALL PERSONAL INFORMATION YOU PROVIDE TO US WILL ONLY BE PROCESSED (AS SUCH TERM IS DEFINED IN THE PROTECTION OF PERSONAL INFORMATION ACT, NO 4 OF 2013 (THE "ACT")) FOR THE PURPOSES OF THE COMPETITION, COMMUNICATION OR STATISTICAL PURPOSES AND OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF THE ACT. IN THIS REGARD, ALL PERSONAL INFORMATION YOU PROVIDE TO US WILL BE TREATED IN ACCORDANCE WITH OUR PRIVACY POLICY. YOUR PERSONAL DETAILS MAY BE SHARED WITH THE PRIZE SPONSOR COMPANY. YOUR PERSONAL INFORMATION WILL NOT BE SHARED WITH OR SOLD TO ANY OTHER THIRD PARTY. BY TICKING THE CONSENT STATEMENT AND BY ENTERING THE COMPETITION, YOU EXPRESSLY CONSENT TO THE AFORESAID USE, WHICH CONSENT MAY BE WITHDRAWN BY YOU AT ANY TIME. WITHDRAWING YOUR CONSENT WILL NOT AFFECT THE LAWFULNESS OF ANY PROCESSING OF YOUR PERSONAL INFORMATION CONDUCTED IN RELIANCE ON LAWFUL PROCESSING GROUNDS OTHER THAN CONSENT. IN ADDITION, BY ACCEPTING A PRIZE, YOU AGREE THAT WE MAY USE YOUR NAME AND PHOTOGRAPHIC IMAGE ON DULUX SOCIAL MEDIA PAGES FOR PURPOSES OF ANY ANNOUNCEMENT, PUBLICATION OR MARKETING IN RELATION TO THIS COMPETITION.**

BY ENTERING THIS COMPETITION, YOU HEREBY AGREE TO RECEIVE MARKETING AND/OR PROMOTIONAL MATERIAL FROM US AND/OR ANY OF OUR ASSOCIATED OR AFFILIATED COMPANIES VIA DIRECT MARKETING, INCLUDING ELECTRONIC COMMUNICATIONS. FOR PURPOSES HEREOF, "AFFILIATE" MEANS OUR PARTNERS, CO-PROMOTERS AND SPONSORS OF THIS COMPETITION, OUR SUBSIDIARIES, OUR AND THEIR SUBSIDIARIES AND RESPECTIVE HOLDING COMPANIES, THE SUBSIDIARIES OF

THEIR HOLDING COMPANIES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

- 8.8. **THE ORGANISER IS NOT LIABLE FOR ANY TECHNICAL FAILURE THAT MAY RESULT IN AN ENTRY NOT BEING SUCCESSFULLY SUBMITTED.**
- 8.9. **ANY PRIZE IS ACCEPTED BY A WINNER AT HIS/HER OWN RISK AND THE ORGANISER IS NOT LIABLE, AT ANY TIME, FOR ANY DEFECT IN THE PRIZE.**
- 8.10. **Where relevant, if a Winner does not accept the Prize as required herein, if an entry is not valid for whatever reason, if a Winner has breached these terms and conditions, if a Winner renounces the Prize or we deem such Winner to have renounced the Prize, we reserve the right to declare the Prize forfeited and/or choose a new Winner.**
- 8.11. **Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the entrants or the organisers in terms of the Consumer Protection Act, 68 of 2008.**
- 8.12. **The duration of this Competition may also be extended or curtailed at the sole discretion of the Organiser. If this is the case, the Organiser will provide notice of this on the Website.**
- 8.13. These Rules shall be governed by and construed in accordance with the laws of the Republic of South Africa.