

## Terms and Conditions for the 2019 Dulux Retailers Talk Trade Points Staff Incentive Competition

1. These are the Terms and Conditions ("**Terms**") for the 2019 Dulux Retailers Talk Trade Points Staff Incentive 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. The purpose of the Competition is to incentivise participating retail staff working in Dulux partner stores ("**Participants**") to ask customers certain questions in order to promote membership of the Dulux Trade Points Programme. The particulars of the Competition are as follows:
  - a. Once in each of 1 July 2019 to 30 September 2019 and 1 October 2019 to 31 December 2019 (each a "**Quarter**"), Participants (via post) and Retail Managers (via electronic direct mail) will be notified of:
    - i. the specific wording of a question (the "**Question**"); and
    - ii. a clue or clues from which Participants can identify a specific person designated by the Roller (the "**Roller**").
  - b. The first six Participants who ask the Roller the Question in their respective stores, subject to these Terms, shall be eligible to win a cash prize of €200 (the "**Prize**") from the Promoter.
  - c. Winning Participants shall receive their Prize via bank transfer and are advised that such transfers are not instantaneous.
4. Participants participate in the Competition by asking the Roller the Question. 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.
5. To facilitate receipt of the Prize, winning Participants will be required to provide their full name and contact details to the Roller (who is engaged on the Promoter's behalf by its customer engagement partner, Customer Perceptions Limited), who will in turn pass these on to the Promoter's customer loyalty partner, Chilli Pepper Marketing Limited, who will require winning Participants' banking BIC and IBAN numbers. Winning Participants will also be asked to have their photo taken with the Roller and a cheque representing the Prize for promotional purposes. For more information on how winning Participants' personal data will be processed, please see the Data Protection Notice overleaf.
6. Winning Participants who do not provide the details required under clause 5 within a reasonable period of time, or 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.
7. 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.
8. Prizes are subject to availability. There will be a maximum of six winning Participants in each Quarter. A winning Participant shall be eligible for no more than one Prize. A Participant shall not be entitled to win in more than one Quarter.
9. Prizes are non-transferable, non-negotiable, non-exchangeable and non-refundable and cannot be used in conjunction with any other offers or promotions.
10. Friends, family, colleagues or acquaintances of the Roller are not eligible to enter into this Competition.

11. In the event of a dispute, the decision of the Promoter is final and no correspondence will be entered into.
12. 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.
13. 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.
14. 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 Retailers Talk Trade Points Staff Incentive 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 Retailers Talk Trade Points Staff Incentive 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 plus your banking BIC and IBAN number, in order to facilitate payment of your prize, on the basis that this is necessary for Dulux to perform its contract with you (the Terms and Conditions for the 2019 Dulux Retailers Talk Trade Points Staff Incentive Competition). Please note that you may refuse to provide this Personal Data, but that if you do then Dulux will not be able to provide you with your prize and you will therefore forfeit it; and
- your name and image, in the form of photographs of you, the Competition Roller and a cheque representing your prize, which Dulux will use for promotional purposes on the basis of pursuing its legitimate interests.

This Personal Data will be collected from you and processed by Dulux and its service providers, including in particular:

- Dulux's customer loyalty partner, Chilli Pepper Marketing Limited of 42 Pines, Herbert Park Lane, Ballsbridge, Dublin 4, D04 DW01;
- Dulux's customer engagement partner, Customer Perceptions Limited of The Business Centre, Blackthorn Business Park, Coes Road, Dundalk, Co. Louth, A91 CX8; and
- the person engaged by Customer Perceptions Limited to act as the Competition Roller.

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.