

'WIN ONE OF FIVE \$1000 PAINT PRIZES & PAINT YOUR HOUSE ON US'
("Promotion")
3D PAINT STORE (HOLDINGS) LTD ("Promoter")
COMMENCES: 00:01 AEDST 01/04/11 CONCLUDES 23:59 AEST 31/05/11
("Promotion Period")

CONDITIONS OF ENTRY

1. Information on How to Enter form part of these Conditions of Entry.
2. All Entrants into this Promotion are deemed to have accepted these Conditions of Entry.
3. The Promotion is only open to individuals who:
 - I. are residents of Australia; and
 - II. are aged 18 years or older;
 - III. are not employees (or immediate family of such employees) of the Promoter or any of its related corporations or any of their agencies associated with the Promotion; and
 - IV. have not won a prize/prizes valued either individually or collectively at more than **\$5,000** from the Promoter, or in any contest run by the Promoter, in the prior **12 month** period prior to the commencement of this Promotion; and
 - V. have not been discovered to have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name; and
 - VI. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter ("Entrants").

"Immediate family" 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 1st cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

4. The Entrant is responsible for ensuring his or her familiarity with the Conditions of Entry 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 the Conditions of Entry generally.
5. All Entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
6. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
7. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Melbourne, which may be Australian Eastern Standard Time (AEST) or Australian

Eastern Daylight Saving Time (AEDST) depending on the date. All times are stated using the 24 hour clock.

KEY DATES

8. The Promotion commences **1 April 2011** at 00:01 and final entries close **31 May 2011** at 23:59 (“Promotion Period”).
9. The **Prize Draw** will be conducted at 3D Paint Store (Holdings) Ltd, 140 Melbourne St EAST MAITLAND NSW 2323 at 12pm.

PRIZE DRAWS

10. The Prize Draw will occur on 1 June 2011.
11. The winners will be notified by telephone and email and will have their details (initial, surname and postcode) published in The Australian on Friday 17th June 2011.
12. **UNCLAIMED PRIZE DRAW:** If the prize is won by an Eligible Entrant and a prize remains unclaimed or is forfeited for any reason the Promoter may conduct a further draw or draws as the Promoter deems necessary to distribute any unclaimed prize, subject to any written directions under relevant Lottery and Gaming Regulations (“The Unclaimed Prize Draw”). The Unclaimed Prize Draw (if any) shall take place on 1 September 2011 at 12.00 noon at 3D Paint Store (Holdings) Ltd, 140 Melbourne St EAST MAITLAND NSW 2323
Unclaimed Prize Draw winners (if any) will be notified by telephone and email and their details (initial, surname and postcode) will be published in The Australian on **18 September 2011**.

HOW TO ENTER

13. To enter Entrants must
 - Book an Inspirations Colour Consultancy online at www.colourconsult.com.au or by phone on 1300 467 747.
 - Entrants contact details will be automatically captured when they book their colour consultation
 - No purchase or other action is required to enter the competition
 - Entrants may only enter once

ENTRY REQUIREMENTS & VERIFICATION

14. Multiple entries will not be accepted
15. All entries in the Promotion may be subject to verification by the Promoter.
16. The Promoter may, at its absolute discretion, disqualify any Entrant/s and declare any or all entries made by an Entrant/s invalid if the Entrant/s:

- I. Tamper with the entry process, including the use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
- II. Tamper with the operation of the Promotion; or
- III. Is found to be using multiple aliases; or
- IV. Acts in a disruptive manner; or
- V. Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
- VI. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- VII. Acts in violation of these Conditions of Entry.

ENTRY DETAILS

17. Entrants can only enter in their own name.
18. Entries are deemed to be received at the time of receipt in the Promotion database and NOT time of transmission by the Entrant.
19. No responsibility will be taken for lost, stolen, damaged, late or misdirected entries.
20. Incomplete, indecipherable entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
21. Errors and omissions accepted at the Promoter's discretion.
22. Entry is only open to consumers who book a colour consultation within the promotion period.
23. The person entitled to the relevant prize is the person who booked a colour consultation in their name. If more than one person claims to meet these requirements and claims a prize, the Promoter will have the sole discretion to determine which of those persons shall be winning entrant.

PRIZES

24. The first five (5) valid entries drawn on the 1 June 2011 at 12.00pm in the Prize draw will win the following prize:
 - A \$1,000 gift voucher for Inspirations/3D Paint & Colour stores to purchase the paint and accessories required to complete their painting project.
25. The prize outlined above must be spent at the winners closest store which will be communicated to them when they are notified that they have won. The \$1,000 voucher can be used to purchase any paint and accessory items at their local store.
26. Total prize pool is \$5,000.

PRIZE CONDITIONS

27. Limit of five (5) Prizes will be awarded nationally.
28. The Prize is a \$1,000 gift voucher for Inspirations/3D Paint & Colour stores which will be posted to the five (5) winners within 7 working days of being notified.
29. Prizes cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honored.
30. Unless expressly stated within these Conditions of Entry regarding the prize, all other expenses become the responsibility of the winner.
31. Prize will be delivered at the cost of the Promoter, after the winner has been contacted to confirm their postal address details.
32. In the event that for any reason a prize winner does not take the whole or part of a prize at the time stipulated by the Promoter then that whole or part of the prize will be forfeited by the prize winner. No other form of compensation will be supplied in lieu of the forfeited whole or part of the prize.
33. The Promoter is neither responsible nor liable for any change in prize value of the prizes occurring between the date of printing Promotion materials and the date the prizes are claimed.
34. If for any reason a prize is no longer capable of being redeemed, the prize winner/s will receive a prize, as determined in the absolute discretion of the Promoter of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant Regulatory Gaming Authorities.

PRIZE WINNERS

35. If a winning entry selected is deemed not to comply with the terms and conditions of this Promotion, the entry will be declared invalid and a new prize winner will be determined by drawing a further valid entry.
36. To the full extent permitted by law, the Promoter, its associated companies and agencies its employees servants and agents exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or Prize winner in connection with the Promotion or prizes, including but not limited to:
 - I. any indirect, economic or consequential loss;
 - II. any loss arising from the negligent act or omission of any party;
 - III. any liability for personal injury or death
37. Entrants and/or prize winners must, if requested by the Promoter, agree to, sign and return to the Promoter within such time frame as is stipulated by the Promoter:
 - I. an eligibility form confirming their compliance with the Conditions and eligibility to accept a prize if drawn; and

- II. a liability release, waiver and/or indemnity, in a form determined by the Promoter and in favour of the Promoter and/or any person or other entity associated with this Promotion.

A reply paid address will be provided by the Promoter for this purpose.

In the case of an Entrants' failure to return the signed eligibility form, releases and indemnities will result in the disqualification of that Entrant from the Promotion. In the case of a prize winners' failure to return the signed eligibility form, releases and indemnities will result in the entitlement to a prize being forfeited and a selection of a new winner.

38. The prize winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) relating to the winning of a prize, free of charge, and they consent to the Promoter using their name and image in promotional material
39. The prize winners shall be solely liable for any tax and/or other financial liabilities and/or implications that may arise from the prize winnings and shall keep the Promoter harmless in respect thereto. Independent financial advice should be sought by prize winners in so far as they consider it necessary.

GENERAL

40. If for any reason this Promotion is not capable of running as planned, including because of tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.
41. The Promoter assumes no responsibility for and shall not be liable for:
 - I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, congestion on any carrier network or otherwise; or
 - II. any technical difficulties with the entry mechanism. The Promoter does not warrant that the entry mechanism will be available at all times; or
 - III. any theft, destruction or unauthorized access to, or alteration of such communications; or
 - IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
 - V. any incorrect or incomplete information which may be communicated in the course of the administration of this Promotion.
42. **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 Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

43. All entries become the sole property of the Promoter.
44. All personal information Entrants provide (“Personal Information”) will be used by the Promoter for the purpose of conducting this Promotion. If the Personal Information requested is not provided, the Entrant may not participate in the Promotion.
45. All Entrants consent to the storage of their Personal Information on the Promoter's database and the Promoter may use the Personal Information for future Promotion, marketing and publicity purposes regarding its products, including contacting the Entrant in the future for the Promoter's or its related entity's marketing purposes via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email or any other media including media not yet in existence unless an Entrant replies "STOP" via SMS.
46. The Promoter may disclose Entrants' personal information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
47. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address below. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter.
48. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.
49. The Promoter is 3D Paint Store (Holdings) Ltd, 140 Melbourne St EAST MAITLAND NSW 2323. ABN 94 080 617 036.

Authorised under NSW Permit No. LTPS/11/01468; ACT Permit No. TP 11/00691.1.