

Terms and Conditions

Current Promotional Terms & Conditions

Terms and Conditions of Sale - Dulux.co.uk

This page (together with the website <u>legal notices</u> [1] and the <u>Privacy Policy</u> [2], tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on www.dulux.co.uk [3] to you.

These Terms will apply to any contract between us for the sale of goods to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 10. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. There Terms were most recently updated on 13th April 2017.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

• We are Imperial Chemical Industries Limited trading as ICI Paints AkzoNobel, a company registered in England and Wales under company number 218019 and with our registered office at The AkzoNobel Building, Wexham Road, Slough, SL2 5DS (us, our or we). We operate the website www.dulux.co.uk [4] (this/our site). To contact us, please see our Contact Us page Contact Us [5]

2. Use of the site

• Your use of the site is governed by the <u>legal notices</u> [1] and the <u>Privacy Policy</u> [2].

3. How we use your personal information

• We use your personal information in accordance with our <u>Privacy Policy</u> [2]. Please take time to read these, as they include important terms which apply to you.

4. If you are a consumer (this clause only applies if you are a

2. If you are a consumer, and the first that any notice given by you to us, or by us to you will be deemed if you are a business, please note that any notice given by you to us, or by us to you will be deemed received and properly served immediately, when posted on our website 24, hours after an email, is sent.

4. The days after the date of posting any letter, in proving the service of any notice it will be sufficient to prove in the case of a letter, that such letter was properly addressed, stamped and placed in the case of a letter, that such letter was properly addressed, stamped and placed in the case of a letter, that such letter was properly addressed, stamped and placed in the case of any entire that such letter was properly addressed, stamped and placed in the case of any entire that such letter was properly addressed, stamped and placed in the case of any entire that such letter was properly addressed, stamped and placed in the case of any entire that such letter was properly addressed, stamped and placed in the case of any entire that such letter was properly addressed, stamped and placed in the case of any entire that the such letter was properly addressed and placed in the case of the sent letter was properly addressed and placed in the case of the sent letter was properly addressed and placed in the case of the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly and the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly addressed and placed in the case of any entire that the sent letter was properly and the sent letter was properly and the sent letter was properly and the

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- 16. Pliditupritative less arriggio believed thry this this talk and believed the control of the
 - 1. Provide a clear copy of your itemised receipt or invoice showing the details of the Selected Product that you have purchased, the date of the purchase and the price paid for the Selected Product;
 - 2. Provide a description of the issue with the colour, the finish or the coverage stated of the Selected Product;
 - 3. Provide the postcode of the address at which the Selected Product has been applied;
 - 4. Provide a photograph of the wall(s) painted with the Selected Product.
 - 5. Provide the batch number that is printed on the can
- 7. Provided that the Selected Product has been applied on properly prepared surfaces and in accordance with the manufacturer's tips and instructions (including those on-pack, datasheet and colour label instructions), the claim will be deemed valid if the description of the issue and application photo demonstrate that the Selected Product is not the perfect colour or is not a uniform finish or has not provided the coverage stated on the pack.
- 8. We may send a representative to assess the painted area in question to verify that the claim is based on a bona fide purchase of a Selected Product and to ensure that the Selected Product and its application meets the conditions required for the Promise to apply.
- 9. Upon validation of a claim, a voucher for the replacement product will be sent to you by post within 28 days. You can redeem your voucher for a replacement for the Selected Product at any participating store before the voucher expiration date. Replacement products are subject to availability. Full voucher terms and conditions apply, see voucher for details. Participating stores include: B&Q, Homebase, Dulux Decorator Centres, Brewers, TP, Jewson and most independent paint retailers (please note list is correct at time of publishing but remains subject to change).
- 10. The voucher is issued for the recommended product to replace the Selected Product that was deemed unsatisfactory.
- 11. For a claim related to colour not being the colour you like, the replacement product cannot be in the same colour as the Selected Product which is the subject of the claim, and the Promise will not apply to the replacement colour. Replacement product for claims relating to colour are limited to 10L per claim and per customer claiming.
- 12. We reserve the right to reject claim if we have reason to believe that they are fraudulent or that there has been a violation of any of these Terms and Conditions ("T&Cs").
- 13. We accept no responsibility for claims that are incomplete, illegible, damaged or lost. Proof of

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- Editoriers Resellers and retailers may not submit registrations or claims on behalf of their 17. Claims made in accordance with these T&Cs will be deemed invalid. If a claim is refused because
- 3. the participate you miss tregiste bean metody you obtain finisiprois detail within 6 months from the 18. If any or puising sing these terms and Gonditions dull & Co. Lik for indicator of the organization of the competent authority

to be invalid unitary fun or animore are capted than province by the claim. At the point of registration, and it shall not affect the enforceability of the rest of the provisions of the dice showing the details of the grantly right to with draw of mend or terminate the Promise or purchase and the pince pand in

accordance with these T&Cs and made prior to the Promise being withdrawn amended of terminated for the dualifying product; b. Provide details of the retailer or reseller where you purchased

- will still be honoured will be honoured will be honoured the date on which you purchased the qualifying product and the price the qualifying product, the date on which you purchased the qualifying product and the price the voucher has no cash value, is not transferable or assignable and cannot be used in conjunction you paid for the qualifying product; c. Provide details of the address at which the qualifying with any other offers or promotions. No cash or alternative to the voucher will be provided. The product has been applied of a Upload a photograph of the wall that you will use the qualifying product on, prepared properly in accordance with the instructions provided on the back of the Conditions, warranties or other ferms which are not included in the Promise or these T&Cs; of the pack of the qualifying product; e. Upload a photograph of the wall painted with the qualifying product; e. Upload a photograph of the wall painted with the qualifying product; the qualifying product of this Promise, or the cost of any labour for the application of the accordance with the details on the back of pack.

 Only one registration will be accepted per purchase of qualifying product.
- Anly one legistration will be accepted per purchase of qualifying product resulting from the Togqualify to claim for your insoney back for your registered product: the your myst back not registered product: the your myst back not completed an approved registration as described above; b. the walls painted with the
- 23. Tagistered product must have been affected by one or more of the following conditions:
- 24. Daking Bealing PraMould Staining within the paint film; and c. you must still be a resident of
- 25. the asegistered by use hold addies self those three conditions apply, you must return to this
- 26. WEBSTER INVESTIGATION OF THE PROPERTY OF T entregistration and auploading pictures of the affected area clearly showing the flaking,
- 27. **Decling or mould staining** "We" and "AkzoNobel" mean Imperial Chemical Industries Limited
- 6. The walke ceterned to work be for the volume of paint used on the painted area, rounded
- 28. Antionopolicate at a validable control of the c
- 7. Applications will have verified Attached that the Arland action 2013 de is a bona fide purchase of the product. Claims will be verified to check the qualifying paint and completed exterior meet the Terms and Conditions of the promotion. The outcome of your claim will be communicated to you within seven (7) working days via an email address registered with this promotion. Provided that these terms and conditions have been met and your claim has been validated and approved, we will send you the value of the qualifying product.
- 8. Claims not made in accordance with these terms and conditions (including where the registration requirements are not met) will be deemed invalid. If a claim is refused because the terms of the offer have not been met, the promoter's decision is final. The Promoter reserves the right to withdraw, amend or terminate the promotion without notice. All registrations made in accordance with these terms and conditions and made prior to the Promoter withdrawing, amending or terminating the promotion will still be honoured.
- 9. Promoter reserves the right to closely monitor usage of the promotional website, including users' IP addresses, so that we may identify misuse, and disqualify applications.
- 10. The Promoter provides the registration website as is.
- 11. No third party or joint submissions will be accepted, except for those submissions made by a carer or quardian on behalf of the end user customer.

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- 7. I winner will be chosen at random from all valid entries received. Winner will be drawn on 10th promotion related correspondence to the email address provided. March 2020 and the Promoter will contact the winner via the email address registered to confirm paint choices and delivery address.
- 8. To receive the Dulux Toolkit + Paint, the winner will need to provide a UK address which will be used by AkzoNobel for the sole purpose of posting out the prize and their name. If the winner fails to provide their contact details within 14 days of initial contact from the promoter, the prize will be offered to the next chosen winner. The prizes will be dispatched within 30 days upon receiving the winners' contact details.
- 9. Any personal data relating to you including without limitation, the entrant's name, address and telephone number will be used solely in accordance with current data protection legislation and will be disclosed to third parties solely for the purpose of administering this promotion. Any personal information held by the Promoter in respect of this promotion will be held on record for a short period for the purpose of ensuring fulfilment of the promotion.
- 10. The Promoter reserves the right, with or without cause to exclude any participants in this free prize draw competition or withhold any prize where there has been a violation of any of these terms and conditions.
- 11. The Promoter's decision on all matters relating to the competition is final and binding. No correspondence will be entered in to.
- 12. The Promoter reserves the right to amend or withdraw this free prize draw competition in whole or in part, temporarily or permanently, without prior notice. The Promoter reserves the right to substitute these prizes for prizes of equal or greater value if necessary.
- 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 direct, indirect or consequential loss or damage incurred by any participant in connection with this free prize draw competition. This shall not be deemed to exclude or restrict liability for death or personal injury resulting from the negligence of the promoter or its employees or agents.
- 14. Nothing in these terms and conditions restricts your statutory rights as a consumer.
- 15. This promotion is governed by English law and is subject to the exclusive jurisdiction of the English courts. The Promoter is Imperial Chemical Industries, AkzoNobel, Wexham Road, Slough, SL2 5DS. "The Promoter"
- 16. Data Protection: The Promoter will only use the personal details supplied for the administration of the

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 - 2. The Guarantee is valid for selected products purchased at participating stores between 1st January 2017 and May 31st 2019.
 - 3. The Guarantee is available to all UK residents aged 18 and above except employees of the AkzoNobel group, their families, their agents or any other person connected with this promotion. The Guarantee is valid for individual customers only. Claims from companies, groups, clubs or organizations will not be honoured.
 - 4. The Guarantee is restricted to replacement of the product only and excludes any claim for labour or other costs in respect of the original or replacement product.
 - 5. To claim, fill in your details as stated on the steps on dulux.co.uk/guarantee and send to Dulux, Perfect Colour Promise, AkzoNobel, Wexham Road, Slough, Berkshire, SL2 5DS by no later than 31st May 2019 (your "Claim"). You must include a statement of 50 to 100 words detailing why you are not happy with your original product, a clear photo of the Selected Product applied in your house and your original itemised store till receipt clearly showing purchase and dated within the promotional period 1st of January 2017 to May 31st 2019.
 - 6. Upon receipt of a valid Claim, a unique voucher will be posted to you within 28 days. You can then take your unique voucher into any participating store to redeem your replacement product by no later than May 31st 2019. Replacement products are subject to availability. Full voucher terms and conditions apply.
 - 7. The unique voucher is issued for one can of product of the same size and type as the product it is replacing but in a different colour. The replacement product cannot be in the same colour as the unsatisfactory product.
 - 8. The Guarantee is limited to one voucher for one replacement product can per household. We will only accept one claim per envelope. No third party or bulk entries will be accepted.
 - 9. No responsibility can be accepted by the Promoter for Claims that are lost, damaged or delayed in the post. Photocopied Claims or receipts will deem the Claim invalid and will not be processed. Proof of posting does not constitute proof of delivery.
 - 10. It is not necessary for customers to return the unsatisfactory product and returns will not be accepted. Disposal of unused product is the responsibility of the customer.
 - 11. The voucher must be claimed by a resident of the property that is to be painted. The voucher has no cash value, is not transferable or assignable and cannot be used in conjunction with any other offers or promotions.
 - 12. The Promoter reserves the right to amend or withdraw this promotion without prior notice or compensation.
 - 13. This Promotion does not affect your statutory rights.
 - 14. If any provision in these Terms and Conditions ("T&Cs") is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.
 - 15. Your personal data will only be used for the fulfillment of the Dulux Perfect Colour Promise promotion.
 - 16. AkzoNobel, the AkzoNobel logo, Dulux, the Flourish logo, Let's Colour, the Dulux Perfect Colour Promise logo, distinctive colour names and liveries are trade marks of the AkzoNobel group ©AkzoNobel 2017.
 - 17. This Promotion is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts. The Promoter is Imperial Chemical Industries Limited, Wexham Road, Slough, Berkshire SL2 5DS. Please ensure claims are sent to the address as detailed in condition 5 as otherwise they will not be processed.
 - 18. This promotion is not available in the Republic of Ireland.

close

Join our newsletter

Discover decorating trends and ideas in our new monthly newsletter.

I agree to the processing of my personal data by AkzoNobel, including from other <u>AkzoNobel Group</u> companies as well as entities acting on their behalf.

Please select the privacy policy consent checkbox

I consent to receiving the personalized newsletter from Dulux, to be informed about AkzoNobel products (and services), including from other <u>AkzoNobel Group companies</u>...read more events and promotions (including offers and discounts), for which AkzoNobel may analyse my personal data, including the preferences I shared with AkzoNobel, my online and offline shopping history, and my registered use of AkzoNobel websites and apps. AkzoNobel can contact me through E-mail, Mail, SMS, Apps, Social Media or though other communication channels provided by me. <u>What does this mean?</u>

Please select the checkbox to subscribe to our newsletter

Subscribe

If you'd like to know more about how we use your personal data, please read our privacy statement.

Links

- [1] https://www.dulux.co.uk/en/legal
- [2] https://www.dulux.co.uk/en/privacy-policy
- [3] http://www.dulux.co.uk
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