

**Terms and Conditions of the Australian 2024 Elastoplast Sport Massage Gun Gift-
With-Purchase Campaign
(Terms and Conditions)**

1. These Terms and Conditions govern the supply, by Beiersdorf Australia Ltd, ABN 96 620 983 020, 4 Khartoum Road, North Ryde NSW 2113 (BHC) of the 2024 Australian Elastoplast Sport E-Shop Massage Gun Gift-With-Purchase (Campaign). To the extent of any inconsistency between these Terms and Conditions and any other BHC published materials, and to the extent permitted by law, these Terms and Conditions will prevail.
2. This Campaign commences on 1 February 2024 and ends at 11.59pm on 30 June 2024.
3. By participating in this Campaign you accept these Terms and Conditions.
4. In order to receive your free Elastoplast Sport E-Shop Massage Gun as described in Clause 5 (Gift), you must purchase any Elastoplast, Elastoplast Sport or Leuko Sports Medicine products to the value of \$150.00 AUD (inc GST) during the designated period via the Elastoplast E-Shop (www.elastoplastsport.com.au);
5. Gifts are only available as long as the stock of products dedicated as Gifts lasts.
6. Subject to clause 5, only one (1) Gift can be claimed per customer.
7. BHC will only consider Gift claims made in accordance with these Terms and Conditions and will not accept any responsibility for late, lost or misdirected claims.
8. Each Gift is one (1) Elastoplast Sport Massage Gun (RRP - \$150.00 each).
9. The Gift is not transferable or exchangeable and cannot be taken as cash. Where the Gift (or part of the Gift) is unavailable for any reason BHC reserves the right to substitute that Gift (or part of that Gift) with another gift of equal value or specification. Entrants will be notified accordingly. BHC will not be liable for any changes to the value or make up of the Gift.
10. BHC and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
11. All ancillary costs or requirements associated with a Gift are the Entrant's sole responsibility.

12. BHC accepts no responsibility for any tax implications that may arise from a Gift. Entrants should seek independent financial advice in relation to any tax payable in relation to the Gift.
13. It is a condition of accepting the Gift that Entrants must comply with all the conditions of use of the Gift and the Gift supplier's requirements.
14. The Gift will be sent to Entrants by mail to the address provided in the Form. Deliveries will only be made to a business street address between 08:00 and 17:00, Monday to Friday.
15. BHC and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
16. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act 2001 or similar consumer protection laws (Non Excludable Guarantees). Except for any liability that cannot be excluded by law, including the Non Excludable Guarantees, BHC (including its respective 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 or in relation to a Gift or this Campaign.
17. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, BHC (including its respective officers, employees and agents) is not responsible, and 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 or in relation to:
 - a. Any technical difficulties or equipment malfunction (whether or not under BHC's control);
 - b. Any theft, unauthorised access or third party interference;
 - c. Any tax liability you incur; or
 - d. Use of a Gift. BHC will collect and store all personal information in accordance with all applicable laws as well as its privacy policy, available at <https://www.elastoplast.com.au/pages/privacy-policy> .

18. BHC collects personal information in order to conduct this Campaign and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and, as required, to regulatory authorities. It is a condition of participation that you provide the personal information requested and consent to the use of your personal information as specified in these Terms and Conditions. If you do not provide the information and consent required, your Gift claim will be invalid. BHC may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling including sending you electronic messages or telephoning you. You may opt out of receiving further communications of this nature from BHC by contacting BHC. You should direct any request to access, update or correct information by writing to the Privacy Officer at BHC's address set out in clause 1.