

Terms and Conditions of NIVEA National Lipstick Day Competition 2021 Promotion  
(**Terms and Conditions**)

1. Information on how to enter the NIVEA National Lipstick Day Competition 2021 (**Promotion**) and prizes form part of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other published materials, these Terms and Conditions will prevail. By participating in this Promotion you accept these Terms and Conditions. Entries not made in accordance with these Terms and Conditions will be disqualified.
2. The promoter is Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113, ABN 98 000 025 623, telephone (**Promoter**).
3. This Promotion is open to Australian and New Zealand residents only aged 18 or over/who; and are myNIVEA subscribers (**Entrants**). Employees or directors of the Promoter and the Promoter's agencies associated with this Promotion and their immediate families are ineligible to enter.

Your participation in this Promotion may be prohibited or restricted by the terms of your employment. By participating in this Promotion you acknowledge and agree that:

- (a) it is your responsibility to ensure that you are entitled to participate in this Promotion and accept the Prize, if applicable, under the terms of your employment;
  - (b) Beiersdorf will not be liable for any damage or loss you may suffer as a result of your participation in this Promotion or your acceptance of the Prize, as applicable; and
  - (c) you will indemnify and keep Beiersdorf indemnified for any loss or damage it suffers as a result of or in connection with your participation in this Promotion or your acceptance of the Prize in breach of the terms of your employment or any other obligation you may have.
4. This Promotion commences at 12:01AM AEST on 23/07/2021 and entries close at 11:59PM AEST on 09/08/2021 (**Promotion Period**).
  5. This Promotion is a game of skill and chance plays no part in determining the Winners, as defined in clause 11. Each entry will be judged individually based on creativity, relevance and originality.
  6. To enter, Entrants must, during the Promotion Period:
    - (a) visit <https://www.nivea.com.au/highlights/National-Lipstick-Day-Competition> (**Website**);
    - (b) Follow the prompts on the Website to register their details (including full name, email and street address) as well as provide all the requested information, including birthday, gender, contact number, face skin type, answer question in 10 words or less "What is your favourite occasion to wear lip balm/lipstick?"
    - (c) Submit their entry so that it is received no later than 11:59PM AEST on 09/08/2021.
  7. The Promoter will accept only one entry per person.
  8. The Promoter will not consider entries not completed in accordance with these Terms and Conditions or received after the Promotion Period has ended. Incomplete or incomprehensible entries will be disregarded. The Promoter accepts no responsibility for late, lost or misdirected entries.
  9. The prize (**Prize**) includes Nivea Sweet Kisses Gift Set (includes: 1x NIVEA Lip Original Care 4.8g, 2x NIVEA Lip Hydro Care SPF15 4.8g, 1x NIVEA Lip Watermelon Shine 4.8g), RRP \$11.00

The total prize pool value is \$111.00 RRP.

10. Prizes are not transferable or exchangeable and cannot be taken as cash. Where a Prize (or part of a Prize) is unavailable for any reason, the Promoter reserves the right to substitute that Prize (or part of that Prize) with another prize of equal value or specification, subject to any necessary approval of the

relevant gaming authorities. Winners will be notified accordingly. The Promoter will not be liable for any changes to the value or make up of products offered as a prize.

11. Judges will assess the entries and the winners will be the Entrants who submitted the ten entries judged the most creative, relevant and original (**Winners**).
12. The Judges' decision is final. The Promoter will not enter into any correspondence with any Entrant other than the Winners in relation to this Promotion or the Prize.
13. Judging will take place at 8:30AM-5:30PM AEST on 12/08/21 at Beiersdorf Australia, 4 Khartoum Rd, Macquarie Park NSW 2113 (**Judging**).
14. The Winner/Winners will be notified by email to the email address provided in his/her entry within four (4) working days of the Judging.

Winners will be notified by email to the email address by which they received the email inviting them to participate in this Promotion within four (4) working days of the Judging (**Notification**). Winners must confirm his or her acceptance of the Prize within five (5) working days of Notification to claim the Prize by responding to the Notification and providing their full postal address (**Acceptance**). Failure to complete Acceptance within this clause 14 means the Prize is unclaimed and clause 16 will apply.

15. There will be a re-judging in order to distribute unclaimed Prizes conducted at 8:30AM-5:30PM AEST on 31/08/21 at Beiersdorf Australia, 4 Khartoum Rd, Macquarie Park NSW 2113. Winners of the re-judging will be notified in accordance with clause

If the Prize is unclaimed, a new Winner may be selected from the next entry on the Reserve List. The Winner of an unclaimed Prize will be notified in accordance with clause 14.

16. If for any reason a Winner does not take a Prize (or part of a Prize) as stipulated by the Promoter, the Winner will forfeit that Prize (or part of a Prize) and cash will not be awarded in lieu of that Prize (or part of a Prize).
17. The Winners should allow 28 days for the Prize delivery. Prizes will be sent by post, utilizing a trackable method to the address the Winner provided in his/her entry.
18. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
19. All ancillary costs or requirements associated with the Prizes are the Winner's sole responsibility.
20. The Promoter accepts no responsibility for any tax implications that may arise from the Prize. Winners should seek independent financial advice in relation to any tax payable in relation to the Prize.
21. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
  - (a) fails to establish his/her entitlement to enter this Promotion to the satisfaction of the Promoter;
  - (b) tampers with the entry process or benefits from such tampering; or
  - (c) submits an entry that is not in accordance with these Terms and Conditions.

The Promoter also reserves the right, at any time, to verify the validity of entries and Entrants' details (including an Entrant's identity, age and address). The Promoter may accept errors and omissions at its discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

22. If there is a dispute as to an Entrant's identity, the Promoter reserves the right, at its sole discretion, to determine the Entrant's identity.

23. 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 in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (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 this Promotion.
24. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (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 the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the Promoter's reasonable control; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant or Winner; or (f) use of the Prize.
25. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
26. Each Entrant agrees that he/she is fully responsible for his/her entry. To the full extent permitted by law, the Promoter excludes any liability in relation to entries submitted under this Promotion. The Promoter may remove any entry without notice for any reason whatsoever.

Entrants warrant and agree that:

- (a) they will not submit any entry that is unlawful or fraudulent, or that may breach any intellectual property, privacy, publicity or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) they will obtain full prior consent to the uses contemplated in these Terms and Conditions from any person who has jointly created or has any rights in relation to the entry;
- (c) their entry does not contain viruses or cause injury or harm to any person or entity;
- (d) any person whose personal information, including any image included in a photograph or visual recording included in their entry is a person with whom the Entrant has a direct family or friendship relationship, and has consented to the use of his/her image and/or information for and in connection with this Promotion. If the person is under 18 years of age, the person's parent or legal guardian has provided that consent; and
- (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other term in these Terms and Conditions, Entrant agrees to indemnify and keep indemnified the Promoter for any breach of the terms above.

27. The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. It is a condition of entry that Entrants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If an Entrant does not provide the information and consent required, that Entrant's entry will be invalid. The Promoter may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter. Entrants should direct any

request to access, update or correct information by writing to the Privacy Officer at the Promoter's address set out in clause 2.

The Promoter will collect and store all personal information in accordance with all applicable Australian laws as well as its privacy policy, available at <http://nivea.com.au/about-us/Privacy-Policy>.

Personal information required in order to conduct this Promotion will be collected by Pro Campaign, to the exclusion of the Promoter, in accordance with all applicable laws of Australia as well as ProCampaign's privacy policy available at <https://www.procampaign.com/data-protection/procampaign-and-gdpr/>.

28. Entrants consent to the Promoter using their name, likeness, image and voice (including photograph, film and recording of the same) in any media worldwide for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
29. If for any reason this Promotion cannot run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the Promoter's control corrupting or affecting the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter can, at its sole discretion, take any action that may be available, and cancel, terminate, modify or suspend this Promotion, subject to any applicable State and Federal laws and regulations.
30. The Website may not be available for access from time to time during the Promotion Period. All access to, and use of, the Website is at the individual's risk. Any contact details provided incorrectly via the Website will result in the relevant entry being invalid.
31. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
32. Any costs associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used.