

Terms and Conditions of WonderBAR Gift with Purchase / Stand Campaign
(Terms and Conditions)

1. These Terms and Conditions govern the supply, by Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113, ABN 98 000 025 623 (**Beiersdorf**), of WonderBAR launch (**Campaign**) which will run between 1/08/2021 and 1/12/2021. To the extent of any inconsistency between these Terms and Conditions and any other published materials, and to the extent permitted by law, these Terms and Conditions will prevail. By participating in this Campaign, you accept these Terms and Conditions.
2. In order to receive your free presentation tray (**Gift**), you must be an Australian or New Zealand resident aged 18 or over. Subject to clause 3, you must also:

Purchase any of the following WonderBAR Product ranges between 1 August 2021 and 1 December 2021 (**Campaign Period**) in one transaction:

- WonderBAR Hydrating (blue),
- WonderBAR Anti-blackhead scrub (black),
- WonderBAR Sensitive (purple),
- WonderBAR Anti-pimple Scrub (green)

and redeem your Gift from <https://www.nivea.com.au/about-us/promotions-terms-and-conditions> in exchange for a copy of your original receipt for the purchase of the Product by 15th of December 2021.

Please ensure you retain your original proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in the invalidation of a claimant's claim and forfeiture of any right to a Gift.

This purchase can be made at any participating physical or online store in Australia and New Zealand only. For a list of participating stores, please contact Beiersdorf.

3. Gifts are only available as long as stock lasts. Gifts will not be substituted.
4. Subject to clause 3, you may claim a maximum of one (1) gift per Product Variant with a maximum claim of four (4) Gifts per customer.
5. Beiersdorf 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.
6. Your Gift will be sent to you by mail/courier to the address in Australia or New Zealand that you provided in your online form within 28 days of receipt of your online form. Gifts will be sent by Beiersdorf's agency, BrandLink.
7. Beiersdorf and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
8. All ancillary costs or requirements associated with a Gift are your sole responsibility.
9. Beiersdorf accepts no responsibility for any tax implications that may arise from a Gift. You should seek independent financial advice in relation to any tax payable in relation to the Gift.
10. It is a condition of accepting the Gift that you must comply with all the conditions of use of the Gift and the Gift supplier's requirements.
11. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Australian 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, Beiersdorf (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.

12. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Beiersdorf (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 Beiersdorf's control); (b) any theft, unauthorised access or third party interference; (c) any Gift claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Beiersdorf) due to any reason beyond Beiersdorf's reasonable control; (d) any tax liability you incur; or (e) use of a Gift.
13. Beiersdorf 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. Beiersdorf may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending you electronic messages or telephoning you. You may opt out of receiving further communications of this nature from Beiersdorf by contacting Beiersdorf. You should direct any request to access, update or correct information by writing to the Privacy Officer at Beiersdorf's address set out in clause 1.

Beiersdorf will collect and store all personal information in accordance with all applicable laws as well as its privacy policy, available at <https://www.nivea.com.au/about-us/privacy-policy>.

All personal information required in order to conduct this Promotion will be collected by Beiersdorf to the exclusion of the Promoter, in accordance with all applicable laws of Australia

14. You consent to Beiersdorf using your 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 the Product and promoting any products manufactured, distributed and/or supplied by Beiersdorf.
15. Website with the online form (**Website**) may not be available for access at all times during the Campaign Period. All access to, and use of, the Website is at your own risk. Any contact details entered incorrectly on the Website will result in your Gift claim being invalid.
16. Any costs associated with accessing the Website is your responsibility and is dependent on the Internet service provider used.