

# TERMS AND CONDITIONS

## NIVEA® Q10

### "Satisfaction Guaranteed or Your Money Back" Promotion

1. Information on how to participate in the NIVEA Q10 "Satisfaction Guarantee or Your Money Back" Promotion ("**Promotion**") and how to make a claim 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. Claims not made in accordance with these Terms and Conditions will be disqualified.
2. The promoter is Beiersdorf Canada Inc. 2344, Boulevard Alfred-Nobel, Suite 100A, St-Laurent, QC, H4S 0A4 (the "**Promoter**").
3. This promotion is open to Canadian residents only, aged 18 or over who have purchased any one eligible Product (as defined in paragraph 5) between January 1<sup>st</sup>, 2022 and December 31, 2022 from a retail outlet that sells eligible Products in Canada or online from the official Canadian internet-retailers (the "**Claimants**").
4. This Promotion is only open to individuals and is not available to businesses, commercial operations, corporations, enterprises, partnerships or any other similar or like entity. Refund Submissions or Claim Forms (as defined in paragraph 7) submitted on behalf of an individual other than the purchaser, or by or through any group or organization will also not be honored. Employees of the Promoter, its parent company, subsidiaries, divisions, affiliates, suppliers, distributors, agencies, and the fulfillment company and their respective suppliers and distributors, and their respective employees, agents, and mandatories are not eligible to participate.
5. The **Promotion** applies to the following individual NIVEA® Q10 Anti-Wrinkle face care moisturizing products (each, a "**Product**"):
  - NIVEA Q10 POWER Anti-Wrinkle Firming Day Cream 50ml
  - NIVEA Q10 POWER Anti-Wrinkle Firming Day Cream with SPF 30 50ml
  - NIVEA Q10 POWER Anti-Wrinkle Replenishing Night Cream 50ml
  - NIVEA Q10 Anti-wrinkle Night Repair Ultra Recovery Night Serum 30ml
  - NIVEA Q10 Anti-Wrinkle Firming Eye Cream 15ml
  - NIVEA Q10 Anti-Wrinkle Pore Refine Day Cream 50ml
  - NIVEA Q10 Anti-Wrinkle Fragrance Free Day Cream 50ml
  - NIVEA Q10 Anti-Wrinkle Fragrance Free Night Cream 50ml
  - NIVEA Q10 Anti-Wrinkle Moisture Replenishment Day Cream 50ml
  - NIVEA Q10 Anti-Wrinkle Moisture Replenishment Night Cream 50ml
  - NIVEA Q10 Power Anti-wrinkle Triple Action Facial Oil 30 ml
  - NIVEA Q10 ENERGY Anti-Wrinkle Day Cream with Vitamin C+E+Q10 Coenzyme 50ml
  - NIVEA Q10 ENERGY Anti-Wrinkle Night Day Cream with Vitamin C+E+Q10 Coenzyme Q10 50ml
6. Use **the Product daily for 4 consecutive weeks**. If dissatisfied, Claimants can claim a refund of the price they paid for that eligible Product (the "**Claim**"). To make a Claim, Claimants must:
  - 1) Visit <https://www.nivea.ca/en-ca/campaigns/q10power> (the "**Website**") to download the claim form ("**Claim Form**"). The Claim Form cannot be accessed on a mobile phone. The Claim Form must contain the following information: your (the Product purchaser's) valid name, e-mail address, date of birth, complete address, date of purchase, Product name, name of retailer where you purchased the Product, dates you used the Product, the date on which you completed the Claim Form, and any other information on the Claim Form indicated as being mandatory;
  - 2) Print out and fully complete Claim Form;

- 3) Attach your original, dated store identifiable cash register receipt (with the charge relating to the purchase of the Product circled on the receipt) for a refund of the amount paid, up to a maximum of \$30 plus applicable taxes (excluding any shipping fees) in the province or territory where you reside. Together the fully completed Claim Form and the original cash register receipt comprise a "**Refund Submission**";
- 4) Send the Refund Submission in a sufficiently stamped envelope addressed to: Stafford Communications Group Inc., NIVEA Q10 Money Back Promotion, 153 Hampton Road, Suite 3, Rothesay, NB E2E 2R3.

If you are unable to download the Claim Form, you may request a form by contacting us at [consumerrelations@bdfcdn.com](mailto:consumerrelations@bdfcdn.com) or at 1-800-933-0214.

7. In order to be considered, the Refund Submission must be received no earlier than 28 days and no later than 60 days following Product purchase and, in any event, no later than 5:00 PM Eastern Time on March 1<sup>st</sup>, 2023 at the address set forth in paragraph 7. Products purchased after December 31, 2022 are not eligible. The purchase date is determined by the date printed on the store receipt. Multiple Refund Submissions and copied Claim Forms will not be honored.
8. The Promoter accepts no responsibility for late, lost or misdirected Claims. Claims are not valid in conjunction with any other offer or promotion.
9. Refunds will be made in the form of a check for the exact Product purchase price (or the discounted price if any coupons have been used) to a maximum of \$30. Applicable sales tax, HST and GST will also be refunded. Shipping fees, if any, will not be refunded.
10. Refunds will be mailed within approximately 8 to 10 weeks after receipt of a valid Refund Submission. Refund Submissions may be processed by a third party rebate fulfillment company. We and/or our agents reserve the right, in our sole discretion, to reject Refund Submissions from commercial addresses or post office boxes or any address which is deemed incomplete or illegible, which is considered to be an invalid or undeliverable Canadian mailing address. The Claimants whose Refund Submission has been rejected for non-compliance will not be notified. This Promotion is void where prohibited.
11. This Promotion is limited to the first 5,000 Refund Submissions.
12. The Promoter will accept only one Claim per person and residential household.
13. The Promoter reserves its right to request additional information or documentation to verify or validate Refund Submissions, or any part thereof. All Refund Submissions become our property and will not be returned. It is suggested to keep a copy of your Refund Submission.
14. The Promoter is not responsible for any printing errors or for any Refund Submissions which are lost, late, mutilated, misdirected, or not delivered. You may not assign or transfer your rights under your Refund Submission. We reserve the right, in our sole discretion, to refuse any Refund Submission if we deem it insufficient or not in compliance with these Terms and Conditions. The Promotion must not be published or reproduced on any website, magazine or elsewhere without our written permission. We reserve the right to end or cancel the Promotion at any time.
15. If any term or condition be deemed invalid, illegal, or unenforceable then the remaining Terms and Conditions shall remain effective and be construed in accordance with their terms. The Promotion in all respects shall be governed by, and construed an interpreted in accordance with the laws of the province of Ontario.
16. The Website may not be available for access from time to time during the Promotion or Claim period. All access to, and use of, the Website is at the individual's risk. Any contact details entered incorrectly on the Website will result in the Claim being rejected.

17. If for any reason this Promotion cannot run as planned, including due to infection by computer virus, bugs, tampering, unauthorized 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 laws and regulations, as the case may be.