

Terms and Conditions of Valentine's Day Social 2024 Promotion
(**Terms and Conditions**)

1. Information on how to enter the Valentine's Day Social 2024 (**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 +61 2 9888 0977 (**Promoter**).
3. This Promotion is open to Australian residents aged 16 or over/who @nivea_anz Instagram followers; (**Entrants**). Entrants under the age of 18 may only enter with the consent of their parent or their legal guardian and acknowledge that the prize will be registered in the name of that parent or legal guardian. Employees or directors of the Promoter and the Promoter's agencies associated with this Promotion and their immediate families are ineligible to enter.
4. This Promotion commences at 8:00am AEST on 14 February 2024 and entries close at 11:59pm AEST on 21 February 2024 (**Promotion Period**).
5. This Promotion is a game of chance.
6. To enter, Entrants must, during the Promotion Period:
 - (a) Visit @nivea_anz Instagram
 - (b) Follow the @nivea_anz Instagram account
 - (c) Comment on the Instagram post (Lip competition post, live on 14/02/24)
 - (d) Like the post
 - (f) Submit their entry so that it is received no later than 11:59PM AEST on 21/02/24.
 - (g) Entrants can submit a bonus entry by sharing the post to their story during the promotional period
7. The Promoter will accept multiple entries, per person subject to the following restrictions: each entry must be submitted separately and in accordance with these Terms and Conditions.
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. Each gift pack (**Prize**) includes

12 x NIVEA Lip Care Watermelon Shine Lip Balm (RRP \$5.00)

Total Prize RRP is \$60. 10 Prizes can be won
The total Prize pool value is \$600
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. The 10 winners will be the Entrant who submitted the first valid entry randomly drawn/determined by way of a computer database containing all valid entries (**Winners**).

12. The award of the Prize to the Winners 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. The draw will be conducted at between 8:30AM – 5:00PM AEST on 26/02/24 at Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW (**Draw**).
14. The Winners will be notified by direct message on Instagram to the account used to enter on social channel within two (2) working days of the Draw. Winners will be publicized on www.nivea.com.au/highlights/2024-lip-competition
15. There will be a redraw in order to distribute unclaimed prizes conducted between 8:30AM – 5:30PM AEST on 26/05/24. Winners of the redraw will be notified by 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 mail to the address the Winner provided in his/her Instagram Direct Message.
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. 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>.

27. 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.
28. 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.
29. 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.
30. 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.
31. Any costs associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used.