

Terms and Conditions of FOODLAND \$10000 Cash Promotion
(Terms and Conditions)

/Volumes/ReelServer/WIP 2023/BDF/BDF7974-Foodland2 WIN \$10K 1-Nov-23/Paperwork/BDF7829-Foodland - Win 10K Cash - ROUND2 1-Nov - T&Cs v1.docx

1. Information on how to enter the Foodland \$10000 Cash Promotion (**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(02) 98880926 (**Promoter**).
3. This Promotion is open to Australian residents only aged 18 or over, who purchase any two (2) NIVEA products in one transaction from any Foodland Supermarket during the Promotional Period. 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 8.00am AEST on Wednesday 1 November 2023 and entries close at 11.59pm AEST on Tuesday 28 November 2023 (**Promotion Period**).

Entrants acknowledge that Foodland Supermarket stores each have different closing hours, and that in store purchases enabling them to enter this Promotion under clause 6 must be carried out at a participating Foodland Supermarket store of their choice by the close of trade of that Foodland Supermarket store on Tuesday 28 November 2023, even if the close of trade is earlier than 11.59pm AEST. Online purchases must be carried out and a confirmation of order received within the Promotion Period.

5. This Promotion is a game of chance.
6. To enter, Entrants must, during the Promotion Period:
 - (a) Purchase any two (2) NIVEA products in one transaction from any Foodland Supermarket during the Promotional Period
 - (b) Visit www.nivea.com.au/highlights/foodland-2023 (**Website**) and 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 the upload of your proof of purchase
 - (c) Submit their entry so that it is received no later than 11.59pm AEST on Tuesday 5 December 2023.
 - (d) Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all entrant's entries and forfeiture of any right to a prize.

Purchase receipt(s) must clearly specify the retailer of the Eligible Purchase, products purchased and that the Eligible Purchase was made during the Purchase Period but prior to entry.

7. The Promoter will accept multiple entries, per person subject to the following restrictions:
One entry for every two (2) NIVEA products purchased in one transaction during the promotional period, from a participating store.
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 prizes (**Prizes**) are 1x (one) \$10,000 Cash prize and 10x (ten) \$250 cash prizes. The total prize pool value is \$12500
10. The winner will be the first valid entry randomly drawn by way of a computer database containing all valid entries will win \$10000 cash. The 2nd – 11th randomly drawn by way of a computer database containing all valid entries will each win \$250 cash. (**Winners**).
11. The award of the Prizes 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.
12. The draw will be conducted at 4.00pm AEST on Friday 15 December 2023 at Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW (**Draw**).
13. The Winners will be notified by email to the email address provided in his/her entry within five (5) working days of the Draw.
14. The name of the Winners of any prize with a value of more than \$250 will be published on the Website on www.nivea.com.au/highlightsfoodland-2023 on Friday 16 January 2024.
15. There will be a redraw in order to distribute unclaimed prizes conducted at 4.00pm AEST on Friday 15 March 2024 at Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113. Winners of the redraw will be notified by in accordance with clause 13 and published on the Website on www.nivea.com.au/highlightsfoodland-2023 on Friday 19 April 2024.
16. The Winners should allow 28 days for the Prize delivery. Prizes will be sent via bank transfer and be direct deposited into the winners nominated account.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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>.

24. 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.
25. 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.

26. 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.
27. 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.
28. Any costs associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used.
29. South Australia Major Trade Promotion Lottery Licence Number: T23/1180