

Terms and Conditions of CWH Lip Social Competition 2023 Promotion
(**Terms and Conditions**)

1. Information on how to enter the CWH Lip Social Competition 2023 (**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 10:00AM AEST on 17/08/23 and entries close at 5:00PM AEST on 3/09/23. (**Promotion Period**).

Entrants acknowledge that Chemist Warehouse 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 Chemist Warehouse store of their choice by the close of trade of that Chemist Warehouse store on 3/09/23, even if the close of trade is earlier than 3/09/23. 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) Visit a Chemist Warehouse store and purchase any 2 NIVEA lip balms for \$7
 - (b) Follow @nivea_anz Instagram account
 - (c) Visit <https://www.nivea.com.au/highlights/2023-cw-lip>
 - (d) 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 user's Instagram handle and uploading proof of purchase and
 - (e) submit their entry so that it is received no later than 5:00PM AEST on 3/09/23.
7. The Promoter will accept only one entry per purchase.
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
1 of 10 NIVEA Hampers valued at \$295 (as advertised). RRP details as follows:

PRODUCT	RRP
NIVEA LIP BALM HYDRO CARE 4.8G	\$5.00
NIVEA LIP WATERMELON SHINE 4.8G	\$5.00
NIVEA LIP POMEGRANATE SHINE 4.8G	\$5.00
NIVEA LIP BALM ORIGINAL CARE 4.8G	\$5.00
NIVEA BODY LOTION EXPRESS HYDRATION 400ML	\$9.50
NIVEA BODY LOTION IRRESISTIBLY SMOOTH 400ML	\$9.50
NIVEA SOFT CREME JAR 200ML	\$11.50

NIVEA Q10 POWER DAY CREAM SPF30 50ML	\$28.00
NIVEA Q10 POWER NIGHT CREAM 50ML	\$28.00
NIVEA Q10 POWER ANTI WRINKLE EYE CREAM 15ML	\$28.00
NIVEA WASH GEL REFRESHING 150ML	\$13.00
NIVEA EXFOLIATING SCRUB GENTLE 150ML	\$13.00
NIVEA CLEANSING LOTION REFRESHING 200ML	\$13.00
NIVEA DLY ESS WIPES REFRESHING 25 EA	\$8.00
NIVEA DLY ESS MICELLAR WATER SENSITIVE 400ML	\$14.00
NIVEA SHOWER COCOA AND MACADAMIA 1L	\$17.00
NIVEA SHOWER PASSIONFRUIT AND MONOI OIL 1L	\$17.00
NIVEA SUN LOTION SENSITIVE PROTECT SPF50 200ML	\$20.00
NIVEA SUN UV FACE SHINE CONTROL CREAM SPF50+ 50ML	\$17.00
NIVEA SUN SPRAY ULTRA BEACH SPF50+ 200ML	\$22.00
NIVEA DEO ROLL ON PEARL AND BEAUTY FINE FRAGRANCE BLACK PEARLS 50ML 4.50	\$4.50
NIVEA DEO ROLL ON INTENSE PROTECTION COMFORT 50ML	\$4.50

The total prize value is RRP \$297.50. Ten (X10) prizes in total can be won.

The total prize pool value is RRP \$2975.

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 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 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.
13. The draw will be conducted between 8:30AM – 5:00PM AEST on 29/09/23 at Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113 **(Draw)**.
14. The Winners will be notified by email to the email address provided in his/her entry within two (2) working days of the Draw.
15. The name of the Winners of any prize with a value of more than \$250 will be published on <https://www.nivea.com.au/highlights/2023-cw-lip> Website on 18/09/23.
16. There will be a re-judging in order to distribute unclaimed Prizes conducted at 8:30AM – 5:30PM AEST on 18/12/23 at Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113. Winners of the redraw will be notified by in accordance with clause 14.
17. 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).
18. 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 entry.
19. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
20. All ancillary costs or requirements associated with the Prizes are the Winner's sole responsibility.

21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
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>.

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.