

Win a Year's Worth of Groceries Promotion  
(**Terms and Conditions**)

1. Information on how to enter the "Win a Year's Worth of Groceries Promotion" (**Promotion**) and prize 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) 9888 0977 (**Promoter**).
3. This Promotion is only open to Australian residents who are aged 18 or over (**Eligible Entrants**).

Employees or directors of the Promoter and the Promoter's agencies, companies or participating premises associated with this Promotion and their immediate families are ineligible to enter.

Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

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 7:00am (AEDT) on 8 November 2023 and entries close at 11.59pm (AEDT) on 5 December 2023 (**Promotion Period**).

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, Eligible Entrants must, during the Promotion Period:
  - (a) Spend \$15 or more on any NIVEA product(s) in one transaction from Woolworths online ([www.woolworths.com.au](http://www.woolworths.com.au))(excluding purchases on Everyday Market from Woolworths) during the Promotional Period (**Qualifying Purchase**); then
  - (b) visit [www.nivea.com.au/highlights/win-a-year-of-groceries-2023](http://www.nivea.com.au/highlights/win-a-year-of-groceries-2023) (**Website**);
  - (c) 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 by uploading a validly issued receipt for the Qualifying Purchase (**Qualifying Purchase Receipt**); and
  - (d) submit their entry so that it is received no later than 11.59pm (AEDT) on 5 December 2023.
  - (e) Entrants must retain their original Qualifying Purchase Receipt(s) for all entries as proof of purchase. Failure to produce the Qualifying Purchase Receipt, or sharing any Qualifying Purchase Receipt with another person, when requested to produce the original Qualifying Purchase Receipt for all or any entries may, in the absolute discretion of the Promoter, result in invalidation of all entrant's entries and forfeiture of any right to a prize. Qualifying Purchase Receipt(s) must clearly specify the retailer of the Qualifying Purchase, product/s purchased (which must comprise a Qualifying Purchase) and the date of purchase (which must be during the Promotion Period but prior to submitting an entry).

The Promoter is not responsible if an Entrant's mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.

7. The Promoter will accept multiple entries per person provided an entrant only enters once per Qualifying Purchase and per Qualifying Purchase Receipt. Each entry must be submitted separately 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. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. Entrants are responsible for their own costs associated with entering. Entrants using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, may be disqualified.
9. The prize is a year's worth of groceries to the value of \$12,000, awarded as a Woolworths Supermarket eGift Card (**Prize**)

There is 1 (one) Prize available. The Prize value is based on Circana data which reported the average Australian household grocery spend for 52 weeks leading up to 14 August 2023 was \$11,977. The total prize pool value is \$12,000.

Woolworths Group Ltd (ABN 88 000 014 675) is the issuer of the Woolworths Supermarket eGift Card, but is not the promoter of the offer, nor responsible for fulfilment of the offer terms. Woolworths Supermarket eGift Cards have no expiry date and are redeemable in store and online at Woolworths Supermarket stores only. For a list of participating stores and full Terms and Conditions visit [woolworths.com.au/giftcards](https://www.woolworths.com.au/giftcards).

If you win the Prize, it is your responsibility to ensure that you are familiar with those terms and conditions, including the expiry date of the Prize.

10. Prizes are not transferable or exchangeable and cannot be taken as cash. Without limiting any other term of these Terms and Conditions, all Prizes (and elements of Prizes) must be taken as and when specified, or will be forfeited with no replacement. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. 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 state/territory gaming authorities. The Winner 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. If any dispute arises between the entrant and the Promoter concerning the conduct of this promotion or claiming a Prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
12. There will be 1 (one) winner determined in respect of this promotion. There will be 1 (one) draw conducted. The draw will be held at 12pm (AEDT) on 12 December 2023 at Gadens Lawyers, Level 13 Collins Street, Melbourne VIC 3000 (**Draw**).

The first valid entry drawn randomly from the entries received during the Promotion Period will win the Prize.

The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid or the Prize is unclaimed (**Reserve Entrants**).

13. The Winner will be notified by email to the email address provided in their entry within five (5) business days of the Draw and will have their name and state/territory of residence/postcode published on the Website by 20 December 2023.
14. Prize claim date: 5pm (AEDT) on 5 February 2024.

Unclaimed Prize determination date: 12pm (AEDT) on 6 February 2024 at the same location as the previous draw.

If the Prize has not been accepted or claimed by the Prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the winner (or the Winner does not contact the Promoter) by the Prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the Prize to a Reserve Entrant and/or carry out an unclaimed Prize draw at the date, time and place stated above to randomly distribute the Prize amongst the valid entrant/s. Any such winner will be informed in writing by email within 5 (five) business days of determination and will also have their name and state/territory of residence/postcode published on the Website on 9 February 2023 for a period of 28 days.

If the Prize remains un-won at the end of this Promotion, or if the Prize winner cannot be found, that information will be published on the Website on 5 March 2024.

15. If for any reason a Winner does not take the Prize (or part of the Prize) as stipulated by the Promoter, the Winner will forfeit the Prize (or part of the Prize) and cash will not be awarded in lieu of the Prize (or part of the Prize).
16. The Winner should allow 28 days for the Prize delivery. Prizes will be sent by mail to the address the Winner provided in their entry.
17. The Promoter and its agencies and companies associated with this Promotion will take no responsibility if the Prize is damaged, lost or stolen in transit. Unless otherwise specified the Prize will only be delivered to addresses in Australia.
18. The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. The Winner should seek independent financial advice in relation to any tax payable in relation to the Prize. If for GST purposes this promotion results in any supply being made for non-monetary consideration, entrants must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
19. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
  - (a) fails to establish their entitlement to enter this Promotion to the satisfaction of the Promoter;
  - (b) tampers with the entry process or benefits from such tampering (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (c) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (d) act in a disruptive, annoying, threatening, abusive or harassing manner;
    - (a) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
    - (b) breach any law;
  - (e) submits an entry that is not in accordance with these Terms and Conditions.
20. The Promoter also reserves the right, at any time, to verify the validity of entries and Entrants' details (including an Entrant's identity, age, address and place of employment). 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.

21. 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.
22. 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*.
23. Subject to the previous paragraph, the Promoter (including its respective officers, employees and agents) and the agencies and companies associated with this Promotion are not liable (including in 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 including 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, except for any or all of the above matters in relation to the Promotion for which liability under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
24. 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.
25. Each Entrant agrees that they are fully responsible for their entry. To the full extent permitted by law, the Promoter excludes any liability in relation to entries submitted under this Promotion. The Promoter may remove any entry without notice for any reason whatsoever.
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.
- By entering, you consent to use of your personal information for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth).
- The Entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter or by using the unsubscribe facility provided where required by the Spam Act 2003 (Cth). 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 may disclose your personal information to recipients overseas, including in the USA and the EU.

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>, states:

- (a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and
  - (b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.
27. If an Entrant is the winner, they must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. An Entrant consents to the Promoter using their name/s and image/s in any promotional or advertising activity.

If publication will take place, by entering, the Entrant requests that their full address not be published.

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 including website access, 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 subject to any necessary approval by the state/territory gaming authorities.
29. 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.

This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.

31. This Promotion is authorised under: ACT Permit No. TP23/02189  
SA Licence No. T23/1695  
NSW Authority No. TP/03059