

Terms and Conditions of the NIVEA Face Cellular Eye Crème Chemist Warehouse Gift with
Purchase Campaign
(Terms and Conditions)

1. These Terms and Conditions govern the supply, by Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113, ABN 98 000 025 623 (**Beiersdorf**), of the NIVEA Face Cellular Eye Crème Gift With Purchase Campaign (**Campaign**). To the extent of any inconsistency between these Terms and Conditions and any other published materials, and to the extent permitted by law, these Terms and Conditions will prevail. By participating in this Campaign you accept these Terms and Conditions.
2. In order to receive your free Cellular Eye Crème (**Gift**), you must be an Australian resident aged 18 or over. Subject to clause 3, you must also purchase any NIVEA Cellular product, from a Chemist Warehouse store (**Retailer**) in one transaction (**Eligible Purchase**). To redeem your Gift, exchange your original receipt for the Eligible Purchase from the checkout attendant at the Retailer, for the Gift.
3. Gifts are only available at a Retailer as long as the stock of products dedicated as Gifts in that Retailer lasts. The free gift are products identified with a yellow sticker with the words "YOUR GIFT".
4. Subject to clause 3, you may claim one (1) Gift per Eligible Purchase.
5. Beiersdorf will only consider Gift claims made in accordance with these Terms and Conditions.
6. All ancillary costs or requirements associated with a Gift are your sole responsibility.
7. Beiersdorf accepts no responsibility for any tax implications that may arise from a Gift. You should seek independent financial advice in relation to any tax payable in relation to the Gift.
8. It is a condition of accepting the Gift that you must comply with all the conditions of use of the Gift and the Gift supplier's requirements.
9. 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 (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Beiersdorf (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 a Gift or this Campaign.
10. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Beiersdorf (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 Beiersdorf's control); (b) any theft, unauthorised access or third party interference; (c) any Gift claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Beiersdorf) due to any reason beyond Beiersdorf's reasonable control; (d) any tax liability you incur; or (e) use of a Gift.