

NIVEA is no longer running this Promotion. We apologise for any inconvenience.

Terms and Conditions of the NIVEA Urban Coachella Promotion  
(**Terms and Conditions**)

1. Information on how to enter the NIVEA Urban Coachella 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 02 9888 0813, and, Beiersdorf Australia Ltd (trading as Beiersdorf New Zealand), Level 2, 25 Teed Street, Newmarket, Auckland 1023, New Zealand (**Promoter**).
3. This Promotion is only open to Australian & New Zealand residents aged 18 or over (**Entrant**). 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 12.01am AEDT / 12.01am NZDT on 28 September and entries close at 11.59pm AEDT / 11.59pm NZDT on 6 December 2018.
5. This Promotion is a game of skill.
6. To enter, Entrants must during the Promotion Period:
  - (a) buy any two (2) NIVEA Urban products (**Products**) in one transaction at any participating retailer, excluding any internet-retailers (**Eligible Purchase**). For a list of participating retailers, contact the Promoter. The Products include:
    - i. 82550 NIVEA Urban Detox Day Cream 50ml
    - ii. 82552 NIVEA Urban Detox Clay Purify Mask 75ml
    - iii. 82514 NIVEA Urban Detox Moisture Mask 75ml
    - iv. 82515 NIVEA Urban Detox Pore Refining Mask 75ml
    - v. 82551 NIVEA Urban Detox Night Cream 50ml;
  - (b) visit either [www.NIVEA.com.au/Coachella](http://www.NIVEA.com.au/Coachella) (for Australia) or [www.NIVEA.co.nz/Coachella](http://www.NIVEA.co.nz/Coachella) (for New Zealand), collectively Websites (**Website**);
  - (c) follow the prompts on the Website to register their details (including their full name, contact phone number, email address & postcode);
  - (d) upload to the Website a photo of the Eligible Purchase including the receipt number;
  - (e) answer the question, in no less than 15 words, "Why do you like the NIVEA Urban products so much?";
  - (f) submit their entry no later than 11.59pm AEDT / 11.59pm NZDT on 6 December 2018; and
  - (g) retain their original itemised Eligible Purchase receipt.
7. The Promoter will accept multiple entries per person subject to the following restrictions:
  - (a) each entry must be based on a separate Eligible purchase; and
  - (b) 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.

**THE COACHELLA FESTIVAL PRIZE**

9. The COACHELLA Music Festival Prize (**COACHELLA Festival Prize**) is a VIP-experience for three (3) people aged 18 years or older, being the winner (as defined in clause 11, and, two (2) of the winner's friends) at the 2019 COACHELLA<sup>1</sup> Music Festival from 12 April 2019 to 14 April 2019 and includes:
- (a) Business class return flights for three (3) persons from Sydney to Los Angeles with either Qantas or Virgin as chosen by the Promoter including taxes and checked luggage of one bag per person, of no more than 30kg each, departing Sydney 10 April 2019 and returning from Los Angeles on Tuesday 16 April 2019;
  - (b) VIP festival passes for three (3) persons from 12 April 2019 to 14 April 2019 inclusive;
  - (c) Accommodation in one (1) room apartment or hotel suitable for three (3) persons (sharing the one sleeping area) in Los Angeles on Wednesday 10 April 2019 and on Monday 15 April 2019;
  - (d) Accommodation in a VIP El Dorado safari tent suitable for three (3) persons (sharing the one sleeping area) from Thursday 11 April 2019 to Sunday 14 April 2019 inclusive; and
  - (e) Transfers for three (3) persons between Los Angeles airport and the El Dorado safari tent campground.

For the avoidance of doubt, the flights are only between Sydney and Los Angeles. Any winner and winner's nominated friends not located in Sydney will need to make their own arrangements which are not included in this COACHELLA Festival Prize.

All costs associated with the COACHELLA Festival Prize, including but not limited to additional transfer costs, meals, additional taxes, insurance, vaccinations, items of a personal nature, spending money, in-room charges and other ancillary costs are the responsibility of the winner and the winner's companions. Each winner and companions must depart and return at the same time. The COACHELLA Festival Prize is subject to any additional terms and conditions specified by the COACHELLA Festival Prize suppliers. The winner and the winner's companions are responsible for ensuring they have all necessary documents to travel to Los Angeles, United States of America, including any health requirements that may be necessary. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner and the winner's companions. A credit card imprint or cash deposit is required from the winner, and/or companions at check-in for incidental charges. Frequent flyer points will not form part of this COACHELLA Festival Prize. The winner and winner's friends must be nominated no later than 10 January 2019.

10. Judges will assess the entries and the winner of the COACHELLA Festival Prize will be the entry judged the most creative, relevant and original (**COACHELLA Winner**). Judges will also select additional entries judged to be the next most relevant, creative and original and record them in this order (**Reserve List**). The Judges will also note on the Reserve List which entries are from Entrants who made an Eligible Purchase from a Priceline store in Australia (**Priceline Entrants**).
11. Judging of the COACHELLA Winner of the COACHELLA Festival Prize will take place at 11.00am AEDT / 1.00pm NZDT on 18 December 2018 at RDC, 16/130 Pacific Highway, St Leonards, NSW 2065, Australia 2065 (**Judging**).
12. The Winner will be notified by phone within two (2) working days of Judging (**Notification**). The COACHELLA Winner must confirm her or his acceptance of the COACHELLA Festival Prize within two (2) days of the Notification by verbally confirming their acceptance of the COACHELLA Festival Prize over the phone (**Acceptance**). Failure to complete Acceptance in accordance with this clause 12 means the COACHELLA Festival Prize is unclaimed and clause 13 will apply.
13. If the COACHELLA Festival Prize is unclaimed, a new COACHELLA Winner will be selected from the next entry on the Reserve List. The COACHELLA Winner of an unclaimed COACHELLA Festival Prize will be notified in accordance with clause 12.

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<sup>1</sup> COACHELLA is registered as a trade mark of Coachella Music Festival, LLC in the United States of America

14. The name of the COACHELLA Winner of the COACHELLA Festival Prize will be published on the Website on 20 December 2018. The COACHELLA Festival Prize voucher and ticket will be delivered to the COACHELLA Winner by 20 March 2019. The COACHELLA Festival Prize will be sent by courier to the address provided in the COACHELLA Winner's entry.
15. The total COACHELLA Festival Prize pool is valued at least \$30,400.00 Australian dollars including GST.

#### **THE ADDITIONAL PRIZE (AUSTRALIA ONLY)**

16. An additional prize forms part of this Promotion but only Priceline Entrants are eligible to win the Additional Prize. The Additional Prize is a voucher valued at \$500.00 Australian dollars from H&M (**Additional Prize**). The Additional Prize is subject to any additional terms and conditions specified by the Additional Prize supplier.
17. The total prize value of the Additional Prize is \$500.00 Australian dollars including GST.
18. The winner of the Additional Prize (**Additional Prize Winner**) will be the next Priceline Entrant on the Reserve List who is not the COACHELLA Winner.
19. The announcement of the Additional Prize Winner of the Additional Prize will take place at 11.00am AEDT/1.00pm NZDT on 8 January 2019 at RDC, 16/130 Pacific Highway, St Leonards, NSW 2065, Australia 2065 (**Additional Prize Announcement**).
20. The Additional Prize Winner will be notified by phone within two (2) working days of the Additional Prize Announcement (**Additional Prize Notification**). The Additional Prize Winner must confirm her or his acceptance of the Additional Prize within two (2) days of the Additional Prize Notification by verbally confirming their acceptance of the Additional Prize over the phone (**Additional Prize Acceptance**). Failure to complete Additional Prize Acceptance in accordance with this clause 20 means the Additional Prize is unclaimed and clause 21 will apply.
21. If the Additional Prize is unclaimed a new Additional Prize Winner may be selected from the next entry being the next Priceline Entrant on the Reserve List. The Additional Prize Winner of an unclaimed Additional Prize will be notified in accordance with clause 20.
22. The name of the Additional Prize Winner will be published on the Website on 10 January 2019. The Additional Prize Winner should allow two (2) weeks for the Additional Prize voucher delivery. The Additional Prize will be sent by courier to the address provided in the Additional Prize Winner's entry.

#### **THE PRIZES**

23. The clauses below apply to both the COACHELLA Festival Prize and the Additional Prize (both of which are referred to below as "**Prizes**"). The COACHELLA Winner and the Additional Prize Winner are each referred to below as a "**Winner**".
24. 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 Prizes.
25. The 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.
26. 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 that Prize (or part of the Prize).

27. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
28. All ancillary costs or requirements associated with the Prize are the Winner's sole responsibility.
29. 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.
30. 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.

31. 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.
32. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Australian Competition and Consumer Act 2010*, as well as any other implied warranties under *the ASIC Act 2001* or under the *New Zealand Consumer Guarantees Act 1993*, or under the similar consumer protection laws in the State and Territories of Australia, or under similar consumer protection laws in New Zealand (**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.
33. 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.
34. It is a condition of accepting each Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
35. In consideration of their participation in this Promotion, Entrants grant the Promoter, its affiliates and licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to reproduce, publish, communicate, modify and adapt their entry for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to their entry and warrant that they have the full authority to grant these rights.
36. Each Entrant agrees that he/she is fully responsible for his/her 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.

Entrants warrant and agree that:

- (a) they will not submit any entry that is unlawful or fraudulent, or that may breach any intellectual property, privacy, publicity or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) they will obtain full prior consent to the uses contemplated in these Terms and Conditions from any person who has jointly created or has any rights in relation to the entry;
- (c) their entry does not contain viruses or cause injury or harm to any person or entity;
- (d) any person whose personal information, including any image included in a photograph or visual recording included in their entry is a person with whom the Entrant has a direct family or friendship relationship, and has consented to the use of his/her image and/or information for and in connection with this Promotion. If the person is under 18 years of age, the person's parent or legal guardian has provided that consent; and
- (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other term in these Terms and Conditions, Entrant agrees to indemnify and keep indemnified the Promoter for any breach of the terms above.

37. 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 and New Zealand laws as well as its privacy policy, available at <http://nivea.com.au/about-us/Privacy-Policy> or at <http://nivea.co.nz/about-us/Privacy-Policy>.

38. 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.
39. 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 Australian State and Federal, and New Zealand, laws and regulations.
40. 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.
41. 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.

42. Any costs associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used.