

Terms and Conditions of the Australian myNIVEA December–January NIVEA Creme Giveaway 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 Australian myNIVEA December-January NIVEA Creme Giveaway 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 NIVEA Creme Mini Sample Tin (**Gift**), you must be an Australian resident aged 18 or over who is not currently subscribed to myNIVEA.

Subject to clause 3, in order to claim the Gift, you must, between 23 December 2016 and 22 January 2017 (**Campaign Period**) enter by completing either steps (a) to (c) (**Option One**), or steps (d) to (f) (**Option Two**), below.

Option One – Entry via website:

- (a) sign up to the myNIVEA Newsletter via the NIVEA Australia website (www.nivea.com.au/pages/register);
- (b) confirm your myNIVEA newsletter subscription by clicking on the link in the email received from NIVEA; and
- (c) provide your complete Australian postal address into your NIVEA profile accessed through the NIVEA Australia profile website (www.nivea.com.au/sign-on/profile) (**Profile Website**) by 29 January 2017.

Option Two – Entry via Facebook:

- (d) view the Facebook post from NIVEA with an offer of the Gift and complete the online form accessed through the Facebook post to provide your complete Australian postal address;
 - (e) create a myNIVEA account by activating and creating a password through the email received from NIVEA; and
 - (f) subscribe to the myNIVEA newsletter.
3. Gifts are only available as long as the stock of products dedicated as Gifts lasts.
 4. Subject to clause 3, you may claim one (1) Gift only.
 5. Beiersdorf will only consider Gift claims made in accordance with these Terms and Conditions and will not accept any responsibility for late, lost or misdirected claims.
 6. Your Gift will be sent to you by mail to the Australian postal address you provided in your online form or entered into your NIVEA profile within 28 days from the end of the Campaign Period.
 7. Beiersdorf and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
 8. All ancillary costs or requirements associated with a Gift are your sole responsibility.
 9. 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.
 10. 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.
 11. 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.

12. 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.
 13. Beiersdorf collects personal information in order to conduct this Campaign and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and, as required, to regulatory authorities. It is a condition of participation that you provide the personal information requested and consent to the use of your personal information as specified in these Terms and Conditions. If you do not provide the information and consent required, your Gift claim will be invalid. Beiersdorf may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending you electronic messages or telephoning you. You may opt out of receiving further communications of this nature from Beiersdorf by contacting Beiersdorf. You should direct any request to access, update or correct information by writing to the Privacy Officer at Beiersdorf's address set out in clause 1.
- Beiersdorf will collect and store all personal information in accordance with all applicable laws as well as its privacy policy, available at <http://www.nivea.com.au/about-us/Privacy-Policy>.
14. You consent to Beiersdorf using your 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 the Product and promoting any products manufactured, distributed and/or supplied by Beiersdorf.
 15. The NIVEA Australia website and Profile Website (**Websites**) may not be available for access at all times during the Campaign Period. All access to, and use of, the Websites is at your own risk. Any contact details entered incorrectly on the Websites will result in your Gift claim being invalid.
 16. Any costs associated with accessing the Websites is your responsibility and is dependent on the internet service provider used.
 17. This Campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants: (a) understand that they are providing their information to the Promotor, its affiliates and agencies associated with this Campaign, and not to Facebook; and (b) release Facebook from any liability arising out of or in relation to this Campaign.

Facebook will not enter into any correspondence with entrants regarding this Campaign.