

Terms and Conditions of the NIVEA MEN Headphones 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 and Beiersdorf Australia Ltd (trading as Beiersdorf New Zealand), Level 2/25 Teed Street, Newmarket, Auckland (**Beiersdorf**), of the NIVEA MEN Headphones Gift with Purchase Campaign (**Campaign**) which will run between 1 August 2017 and 30 September 2017. 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 MEN Headphones (**Gift**), you must be an Australian or New Zealand resident aged 16 or over. Subject to clause 3, you must also purchase any two (2) products from the NIVEA MEN range from any participating Australian or New Zealand retailer in one transaction (**Eligible Purchase**) at any date and time the NIVEA MEN Headphones Stand (**Stand**) is operational at the Australian or New Zealand retailer. To redeem your Gift, exchange your original receipt for the Eligible Purchase at the Stand for the Gift.
3. Gifts are only available as long as the stock of products dedicated as Gifts in each participating retailer lasts.
4. Subject to clause 3, you may claim one (1) Gift only per Eligible Purchase.
5. Beiersdorf will only consider Gift claims made in accordance with these Terms and will not accept any responsibility for late, lost or misdirected claims.
6. Beiersdorf and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
7. All ancillary costs or requirements associated with a Gift are your sole responsibility.
8. 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.
9. 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.
10. 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 or the New Zealand Consumer Guarantees Act 1993, 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.
11. 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.