

Terms and Conditions of NIVEA Sun Portable Power Bank 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 NIVEA Sun Portable Power Bank Gift with Purchase (**Campaign**) which will run between 1st October, 2019 and 31st March 2020. 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 **Portable Power Bank (Gift)**, you must also purchase two (x2) products from the NIVEA Sun range (Excluding NIVEA Lip) from participating retailers at any date and time the NIVEA Sun GWP Stand is operational at participating retailers in one transaction and redeem your Gift from the NIVEA Sun GWP Stand in exchange for your original receipt for the purchase of the Product. The Gift is subject to clause 3.

The list of Participating retailers is available on <https://www.nivea.com.au/about-us/promotions-terms-and-conditions>.

3. Gifts are only available as long as the stock of products dedicated as Gifts (in each participating pharmacy) lasts.
4. Subject to clause 3, you may claim one (1) Gift only per purchased Products. Gifts are not transferable or exchangeable.
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. 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* 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.

12. 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 <https://www.nivea.com.au/about-us/privacy-policy>. [