

Terms and Conditions of the NIVEA Cleansing Money Back Australian Promotion
(**Terms and Conditions**)

1. Information on how to enter the NIVEA Cleansing Money Back Australian Promotion (**Promotion**) and how to make a claim 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. Claims 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 1800 103 023 (**Promoter**).
3. This Promotion is open to Australian residents only, aged 18 or over, who have purchased one (1) or more of the Eligible Products (as defined in clause 5) (**Claimants**) from any retail outlet that sells the Eligible Products in Australia, excluding any internet-retailers (**Retailer**). Claimants must obtain and retain a receipt of purchase of the Eligible Product from the Retailer (**Receipt**). Employees or directors (and their immediate families) of the Promoter, agencies associated with this Promotion and employees of participating Retailers (and their immediate families) are ineligible to enter.
4. The Promotion commences at 12.01am AEST on 15 July 2019 and closes at 23.59pm AEST on 30 September 2019 (**Promotion Period**). Any Claim (as defined in clause 6) regarding an Eligible Product purchased after the Promotion Period will not be accepted. Claims must be submitted in accordance with clause 6. Claimants may only submit a Claim at the earliest, twenty four (24) hours after purchase of an Eligible Product, and at the latest, by 23.59pm AEST on 1 October 2019 for any Eligible Product purchased on 30 September 2019 (**Claim Period**).
5. The Promotion applies to the purchase of the following NIVEA Face products (**Eligible Products**):
 - NIVEA Daily Essentials Refreshing Facial Wash Gel 150ml;
 - NIVEA Daily Essentials Refreshing Toner 200ml;
 - NIVEA Daily Essentials Refreshing Cleansing Lotion;
 - NIVEA Daily Essentials Gentle Exfoliating Scrub;
 - NIVEA Daily Essentials gentle Cleansing Wash cream;
 - NIVEA Daily Essentials 2-in-1 Wash & Scrub 150ml;
 - NIVEA Daily Essentials All in 1 Cleanser 150ml;
 - NIVEA Daily Essentials Clean Deeper 150ml;
 - NIVEA Daily Essentials Extra Gentle Eye Make-up Remover 125ml;
 - NIVEA Daily Essentials Double Effect Eye Make-up Remover 125ml;
 - NIVEA Daily Essentials Micellar Eye Make-Up Remover Gel 125ml;
 - NIVEA MicellAIR Micellar Water Sensitive 400ml;
 - NIVEA MicellAIR Micellar Water Normal 400ml;
 - NIVEA MicellAIR Expert Water 400ml;
 - NIVEA Daily Essentials Crème Care Cleansing Lotion 200ml;
 - NIVEA Daily Essentials Crème Care Crème Wash 150ml;
 - NIVEA Daily Essentials Micellar Cleansing Water Sensitive 400ml;
 - NIVEA Daily Essentials Micellar Cleansing Water Normal 400ml;
 - NIVEA Daily Essentials Micellar Cleansing Water Sensitive 200ml;
 - NIVEA Pure & Natural Cleansing Lotion 200ml;
 - NIVEA Urban Detox Clay Purify Mask 75ml;
 - NIVEA Urban Detox Moisture Mask 75ml;
 - NIVEA Urban Detox Pore Refining Mask 75ml;
 - NIVEA Urban Detox Peel Off Mask 75ml;
 - NIVEA Urban Detox Clay Wash 150ml.

6. Claimants can claim their money back for the price they paid for that Eligible Product (**Claim**). To make a Claim, Claimants must, within the Claim Period:
 - a. visit www.nivea.com.au/Cleansingmoneyback (**Website**) and follow the links to access the Claim form (**Claim Form**);
 - b. complete the Claim Form in full online, ensuring they provide all of the requested details;
 - c. explain in no less than fifteen (15) words why the Claimant is dissatisfied with the Eligible Product; and
 - d. upload a clear image of the Receipt for the purchase of the Eligible Product.

The Receipt must demonstrate the legitimate retail price of the Eligible Product purchased. It is the Claimant's responsibility to ensure that all details are visible in the image of the Receipt. Any Receipts that have been forged, mutilated or tampered with in any way, or that are blurry, out of focus or incomplete, may, at the Promoter's discretion, be disqualified and the Claim declared invalid

7. Subject to clause 8.b, the Promoter will accept a maximum of one (1) Claim per household. If a consumer purchases several Eligible Products, the most expensive one will be reimbursed. The Promoter will not consider Claims not completed in accordance with these Terms and Conditions or received after the Claim Period has ended. Incomplete or incomprehensible Claims will be disregarded. The Promoter accepts no responsibility for late, lost or misdirected Claims. Claims are not valid in conjunction with any other offer. Claims are open to purchases made by consumers only.
8.
 - a. Once a Claim is received and verified by the Promoter then, the Claimant will receive his or her money back for the purchase price paid for the Eligible Product (as shown on the image of the uploaded Receipt) in Australian dollars in the form of a branded NIVEA iChoose VISA card (**VISA Card**)
 - b. This Promotion is limited to the first 400,000 Claims.
 - c. The total value of all Claims is limited to \$3,447,763.20 including GST.
9. Prepaid VISA Cards issued to Claimants are subject to the following conditions:
 - a. Prepaid VISA Cards are valid for use at any VISA terminal in Australia and require activation before use.
 - b. If activating the VISA Card online:
 - I. Go to ichoosgift.mycardplace.com.
 - II. Click on the "Activate now" picture, or enter your card number at the bottom of the log in panel and click on Activate button.
 - III. Follow the prompts as shown on your screen.
 - c. If activating the VISA Card via phone:
 - I. Phone the automated 24 Hour Customer Assistance service on 1800 914 332.
 - II. You will be prompted to enter your Visa Card number by pressing the keypad on your phone.
 - III. You will then be prompted to enter your day and month of birth, just 2 digits for the day and 2 digits for the month (DDMM).
 - IV. An automated 4 digit PIN will be advised during activation, should you wish to change this number – follow the automated prompts.
 - V. The first call to activate your Visa Card is free. The second and any subsequent calls will incur phone charges.
 - d. VISA Cards require activation within three (3) months of dispatch as detailed in the instructions accompanying the VISA Card.
 - e. VISA Cards expire within twelve (12) months of activation. After this date, they will not be available for use and will not be extended or replaced.
 - f. VISA Cards are not transferable or exchangeable and cannot be redeemed as cash.
 - g. Any ancillary costs associated with redeeming the VISA Card are not included.
 - h. Any unused balance on the VISA Card will not be redeemed as cash. Redemption of the VISA Cards is subject to any terms and conditions of the issuer including those specified on the VISA Card.
 - i. If for any reason a Claimant does not redeem the entire balance on the VISA Card by its expiry, any remaining balance on the VISA Card will be forfeited.
 - j. Prepaid Visa Cards cannot be used to withdraw cash from ATMs or cashback facilities.

- k. If for any reason a Claimant does not redeem the entire balance on the VISA Card by its expiry, any remaining balance on the VISA Card will be forfeited.
- 10. The VISA Card will be sent to Claimants within twenty-eight (28) business days of their Claim being received, verified and found valid by the Promoter to the address provided in the Claim Form.
- 11. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for VISA Cards damaged, lost or stolen in transit.
- 12. All ancillary costs or requirements associated with the VISA Card are the Claimant's sole responsibility.
- 13. The Promoter accepts no responsibility for any tax implications that may arise from the Claim. Claimants should seek independent financial advice in relation to any tax payable in relation to the Claim.
- 14. The Promoter may, at its absolute discretion, reject a Claim if the Claimant:
 - a. fails to establish his/her entitlement to enter this Promotion to the satisfaction of the Promoter;
 - b. tampers with the Claim process or benefits from such tampering; or
 - c. submits a Claim that is not in accordance with these Terms and Conditions.

The Promoter also reserves the right, at any time, to verify the validity of Claims and Claimants' details (including a Claimant'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.

- 15. If there is a dispute as to a Claimant's identity, the Promoter reserves the right, at its sole discretion, to determine the Claimant's identity.
- 16. 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 in the State and Territories of Australia (**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.
- 17. 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 Claim or VISA Card 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 claim value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by a Claimant; or
 - (f) use of the VISA Card.
- 18. It is a condition of accepting the VISA Card that the Claimant must comply with all the conditions of use of the VISA Card and the VISA Card supplier's requirements.
- 19. In consideration of their participation in this Promotion, Claimants 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. Claimants agree not to assert any moral rights in relation to their Claim and warrant that they have the full authority to grant these rights.

20. Each Claimant 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 Claimants submitted under this Promotion. The Promoter may remove any entry without notice for any reason whatsoever.

Claimants warrant and agree that:

- (a) they will not submit a Claim 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 Claim;
- (c) their Claim 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 Claim is a person with whom the Claimant 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, Claimants agrees to indemnify and keep indemnified the Promoter for any breach of the terms above.

21. 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, VISA Card suppliers and, as required, to regulatory authorities. It is a condition of entry that Claimants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If a Claimant does not provide the information and consent required, that Claimant's Claim will be rejected. 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 Claimant. The Claimant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter. Claimants 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 laws as well as its privacy policy, available at <http://www.nivea.com.au/about-us/Privacy-Policy>.

22. 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 State and Federal laws and regulations.
23. In the event that a VISA Card is unavailable for any reason, the Promoter and its agents may substitute the VISA Card for another gift card of equal or greater value, at its sole discretion.
24. The Website may not be available for access from time to time during the Promotion Period and Claim Period. All access to, and use of, the Website is at the individual's risk. Any contact details entered incorrectly on the Website will result in the relevant Claim being rejected.
25. Any costs associated with accessing the Website is the Claimant's responsibility and is dependent on the Internet service provider used.

26. VISA Card is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 AFSL 240984 Australian Credit Licence 240984.