

NIVEA Deep Cleansing Facial Kit 2019 Gift with Purchase Campaign (Australia)  
(**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 NIVEA Deep Cleansing Facial Kit (NIV 1593) Gift With Purchase Campaign (Australia) (**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 Deep Cleansing Facial Kit (NIV 1593), being a battery operated cleansing brush (**Gift**), you must be an Australian resident. Subject to clause 3, you must also purchase \$15 or more worth of products from the range of NIVEA Face Cleansing products for women from participating stores, and claim your Gift in store at the point and time of purchase. For a list of participating stores, please contact Beiersdorf.
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 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. 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. Instructions for the use of the Gift and safety instructions are included in the accompanying booklet and are part of the Gift. You must read all instructions carefully before using the battery operated cleansing brush and you must follow all instructions carefully to avoid possible harm and damage. Note that batteries are not included in the Gift. To the extent permitted by law, Beiersdorf will not be liable for any harm or damage resulting from a failure to read and comply with any instruction.
10. 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, as well as any other implied warranties under the ASIC Act 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.