

Terms and Conditions of NIVEA Mens Skin Care Gift with Purchase Campaign in Chemist Discount Centre
(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 Men products stocked at Chemist Discount Centre Stores (**NIVEA Men Products**) (**Campaign**) which will run from 7th August 2019 until stocks of the Gift last. 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 Active Clean Shower Gel 50mL (**Gift**), you must be an Australian resident aged 16 or over. Subject to clause 3, you must also purchase a NIVEA Men Product from a Chemist Discount Centre at any date and time the Campaign is operational at that Chemist Discount Centre in one transaction, and redeem your Gift from that Chemist Discount Centre store in exchange for your original receipt for the purchase of the Product.
3. For a list of participating Chemist Discount Centre pharmacies, and range of NIVEA Men Products please contact Beiersdorf.
4. Gifts are only available as long as the stock of products dedicated as Gifts in each participating Chemist Discount Centre store lasts.
5. Subject to clause 3, you may claim one Gift only.
6. 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.
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 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.