

Terms and Conditions of NIVEA SUMMERTIME GIFT PACK Promotion
(**Terms and Conditions**)

1. Information on how to enter the NIVEA SUMMERTIME GIFT PACK PROMOTION (**Promotion**) and prizes 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. Entries not made in accordance with these Terms and Conditions will be disqualified.
2. The promoter is Beiersdorf Australia Ltd (trading as Beiersdorf New Zealand), 1A Farnham Street, Parnell, Auckland, telephone +6421824783 (**Promoter**).
3. This Promotion is open to attendees of the Woolworths New Zealand Experience 2025 (**Trade Show**) from 08th October 2025 to 09th October 2025 (**Entrants**). Employees or directors of the Promoter and the Promoter's agencies associated with this Promotion and their immediate families are ineligible to enter.
4. This Promotion commences at 08.30 NZST on 8th October 2025 and entries close at 15.30 NZST on 9th October 2025 (**Promotion Period**).
5. This Promotion is a game of skill and chance plays no part in determining the Winners, as defined in clause 11.
6. To enter, Entrants must, during the Promotion Period:
(a) To enter, Entrants must, during the Promotion Period: (a) fully complete the official entry form available at the NIVEA stand at the Trade Show (**Form**), including name, represented store, telephone number and email address, and correctly answer the skill question on the form and (b) submit their entry so that it is received no later than 15.30 NZST on 09th October 2025.
7. The Promoter will accept only one entry per person.
8. The Promoter will not consider entries not completed in accordance with these Terms and Conditions or received after the Promotion Period has ended. Incomplete or incomprehensible entries will be disregarded. The Promoter accepts no responsibility for late, lost or misdirected entries.
9. The prize (**Prize**) is a NIVEA Summertime Gift Pack including:
1 x NIVEA Sun UV Face Shine Control 50ml RRP NZD 19.00,
1 x NIVEA Sun Protect & Moisture SPF50+ Sunscreen Lotion 400mL RRP NZD 30.00,
1 x NIVEA Sun Protect & Moisture SPF50+ Sunscreen Spray 300mL RRP NZD 30.00,
1 x NIVEA Sun Sensitive Protect SPF50+ Sunscreen Lotion 200mL RRP NZD 23.50,
2 x NIVEA Sun Blue Striped Beach Towels RRP NZD 69.90 each,
1 x NIVEA Sun Stainless Steel Drink Bottle RRP NZD 15.00 each
1 x NIVEA Sun Cool Bag RRP NZD 10.00,
1 x NIVEA Sun Wet Swim Bag RRP NZD 10.00,
1 x NIVEA Sun Sand Molds RRP NZD 4.00 and,
1 x Citta Moroccan Basket with Long Handles RRP NZD 79.90.

The total prize pool value is \$361.20 (inc GST).
10. Prizes are not transferable or exchangeable and cannot be taken as cash. Where a Prize (or part of a Prize) is unavailable for any reason, the Promoter reserves the right to substitute that Prize (or part of that Prize) with another prize of equal value or specification, subject to any necessary approval of the relevant gaming authorities. Winners will be notified accordingly. The Promoter will not be liable for any changes to the value or make up of products offered as a prize.

11. The winner (**Winner**) will be the Entrant who submitted the first correctly completed Entry Form drawn from all completed entries. One back-up winner will also be drawn in the event that the Prize cannot be allocated to the Winner. The back-up winner will be the next Entrant randomly drawn who submitted the correctly completed Form from all completed entries
12. The Judges' decision is final. The Promoter will not enter into any correspondence with any Entrant other than the Winner in relation to this Promotion or the Prize.
13. The draw will be conducted at 13.00 NZST on 13th October 2025 at [Beiersdorf New Zealand Auckland office, 1A Farnham Street, Parnell, Auckland (**Draw**).
14. The Winner will be notified by phone to the phone number provided in his/her entry within two (2) working days of the Draw.
15. If for any reason a Winner does not take a Prize (or part of a Prize) as stipulated by the Promoter, the Winner will forfeit that Prize (or part of a Prize) and cash will not be awarded in lieu of that Prize (or part of a Prize).
16. The Winner should allow 28 days for the Prize delivery. Prizes will be sent by courier to the address the Winner provided in his/her entry.
17. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
18. All ancillary costs or requirements associated with the Prize are the Winner's sole responsibility.
19. The Promoter accepts no responsibility for any tax implications that may arise from the Prize. Winners should seek independent financial advice in relation to any tax payable in relation to the Prize.
20. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
 - (a) fails to establish his/her entitlement to enter this Promotion to the satisfaction of the Promoter;
 - (b) tampers with the entry process or benefits from such tampering; or
 - (c) submits an entry that is not in accordance with these Terms and Conditions.

The Promoter also reserves the right, at any time, to verify the validity of entries and Entrants' details (including an Entrant'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.

21. If there is a dispute as to an Entrant's identity, the Promoter reserves the right, at its sole discretion, to determine the Entrant's identity.
22. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Consumer Guarantees Act 1993*, as well as any other implied warranties consumer protection laws (**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.
23. 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 entry or prize claim 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant or Winner; or (f) use of the Prize.

24. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
25. 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, prize suppliers and, as required, to regulatory authorities. It is a condition of entry that Entrants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If an Entrant does not provide the information and consent required, that Entrant's entry will be invalid. 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 Entrant. The Entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter. Entrants 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 laws of New Zealand as well as its privacy policy, available at <https://www.nivea.com.au/about-us/promotions-terms-and-conditions>.
26. Entrants consent to the Promoter using their name, likeness, image and voice (including photograph, film and recording of the same) in any media worldwide for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. 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 laws and regulations.
28. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.