

NIVEA WIN A SHARE IN \$10K I Consumer Competition

Terms and Conditions

1. Joint Promoters

Chemist Warehouse New Zealand of 318 Richmond Road Grey Lynn, Auckland, New Zealand (**CWH**) and (trading as Beiersdorf New Zealand), 1A Farnham Street Parnell 1052. Auckland (**BDF** or **NIVEA**) (together, **Promotor**).

2. Terms of Entry

- (a) This Promotion commences at 12:01AM NZST on 12th May 2025 and entries close at 23:59pm NZST on 4th June 2025 (**Promotion Period**) through the Promoter's website www.chemistwarehouse.co.nz/competitions/nivea
- (b) Entries received outside the Competition period will not be eligible or accepted.
- (c) Entries that are incomplete, illegible or indecipherable will not be valid and will be deemed void.
- (d) Entry is conditional upon entrants purchasing any TWO NIVEA products at participating CWH in store or online and providing proof of such transactions in the form of a valid purchase receipt number and registering/ entering their details via the website listed above.
- (e) The Promoter takes no responsibility for entries that are lost, stolen, illegible, misdirected or damaged however caused.
- (f) Submitting an entry constitutes acceptance of these terms and conditions.
- (g) Multiple entries by eligible entrants are accepted, subject to entrants holding multiple proofs of purchase with different valid purchase receipt numbers, and identity verification of the Winner(s)

3. Who May Enter

- (a) The Competition is open to New Zealand permanent residents over 18 years of age.
- (b) The Competition is not open to:
 - (i) Employees of the Promoter;
 - (ii) Parties to whom the Promoter has contracted work in relation to this Competition;
 - (iii) Parties who are otherwise directly involved with this Competition; and
 - (iv) Any immediate family members or any of the abovementioned parties.

4. Prize

- (a) Prize is one of five (x5) \$2,000 NZD PREZZY® card. There will be 5 winners.
- (b) The total prize pool value is \$10,000.
- (c) The prize awarded by the Promoter is non-transferable.

5. **Selecting the Winners**

- (a) The Competition winners will be randomly selected by the Chemist Warehouse digital team using a random number generator. The Competition will be drawn.
- (b) The draw will be conducted at 11:00AM NZST on 11th June 2025 at Chemist Warehouse New Zealand, 318 Richmond Road, Grey Lynn 1021, Auckland, New Zealand (**Draw**).
- (c) The Winners will be notified by email to the email address provided in his/her entry within two (2) working days of the Draw.
- (d) There will be a redraw in order to distribute unclaimed Prizes conducted at 11:00AM NZST on 25th June 2025 at Chemist Warehouse New Zealand, 318 Richmond Road, Grey Lynn 1021, Auckland, New Zealand. Winners of the redraw will be notified via email to the email address provided in his/her entry on 27th June 2025. Whilst the Promoter will use its best endeavours to contact the winners within the abovementioned time, the decision not to award an entrant who cannot be contacted a prize is at the sole and absolute discretion of the Promoter, and can be made at any time after the Competition winner have been selected.
- (e) If within three months after the determination of the winners of the lottery, a prize (other than a prize consisting of perishable goods) has not been claimed by the winner(s), the promoter must take all reasonable steps to deliver the prize to the prize winner(s). At the conclusion of the three months if the prize cannot be delivered, the promoter must notify the Office and, subject to the Office's approval, re-determine the winner(s) of the prize in accordance with any directions by the Office
- (f) A person purporting to be a prize winner may be required to provide proof of identity and to verify any other eligibility requirements.

6. **Publication of winner's details**

- (a) The Promoter will publish the Competition winners on the following websites:

www.chemistwarehouse.co.nz/competitions/nivea

within 8 days of acceptance of the prize and that information shall remain posted there for at least 28 days. The winner's names may also be published via NIVEA's website.

7. **Privacy and use of personal information**

- (a) In accordance with the *Privacy Act (1988)* (Cth), the Promoter notifies entrants that entry to the Competition involves the collection of personal information about entrants, such as their name, address, mobile phone number and email address. This is collected for the purpose of establishing eligibility, carrying out the Competition and notifying the winners. If the information is not provided, the entrant may not participate in the Competition. Entrants' personal information may be disclosed to State Lottery agencies and winner's names published as required under the relevant lottery legislation.
- (b) Each entrant consents to the Promoter using their personal information provided in connection with their entry, for the purposes of undertaking any investigation in connection with verifying the identity of an entry or any suspected tampering.
- (c) Each entrant consents to the Promoter and its authorised licensees using the entrant's name, likeness, image and/or photograph and voice in the event that they are the winner, in any media for an unlimited period of time, without remuneration or compensation, for the purposes of promoting the outcome of this Competition.

8. Discontinuation of the Competition or Disqualification of an Entrant

- (a) Subject to State legislation; The Promoter reserves the right to discontinue the Competition at any time and in its sole and absolute discretion may cancel, terminate or modify the Competition without the need to provide compensation to entrants or attempted entrants.
- (b) The Promoter reserves the right, in its sole and absolute discretion to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or the winner selection process or who has otherwise been misleading or fraudulent in the course of the Competition.

9. Exclusion of Liability

- (a) The Promoter makes no representation nor provides any warranties as to the quality or suitability of the prizes offered.
- (b) The Promoter is not responsible for any losses associated with any change to the value of any prizes.
- (c) To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained by any person or to personal property including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter or its servants or agents, in connection with the arrangements for the supply of any goods or services by any person to the prize winner and where applicable, to any person or persons accompanying the prize winner.
- (d) The Promoter's decision on all matters relating to this Competition will be final.
- (e) The Promoter is under no obligation to provide reasons for any of its decisions.
- (f) The Promoter is under no obligation to engage in any form of correspondence whatsoever with entrants or purported entrants, or their representatives, in any matters relating to the Competition.