

Terms and Conditions of Sister2Sister 2019 Donation Campaign Win A NIVEA Hamper Promotion
(Terms and Conditions)

1. Information on how to enter the Sister2Sister 2019 Make a Donation Campaign Win A NIVEA Hamper (**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 Life Changing Experiences Foundation, Suite 1 A3, Level A, 410 Elizabeth Street, Surry Hills NSW ABN 131 060 989 26, telephone 02 92119129.
3. This Promotion is open to Australian residents only aged 18 or over who have made a donation/donations to the Sister2Sister 2019 Make a Donation Campaign during the period of Jan 21st 2019 to March 10th 2019. Employees or directors of the Promoter and the Promoter's agencies associated with this Promotion and their immediate families are ineligible to enter.

Your participation in this Promotion may be prohibited or restricted by the terms of your employment. By participating in this Promotion you acknowledge and agree that:

- (a) it is your responsibility to ensure that you are entitled to participate in this Promotion and accept the Prize, if applicable, under the terms of your employment;
 - (b) Life Changing Experiences Foundation will not be liable for any damage or loss you may suffer as a result of your participation in this Promotion or your acceptance of the Prize, as applicable; and
 - (c) you will indemnify and keep Life Changing Experiences Foundation indemnified for any loss or damage it suffers as a result of or in connection with your participation in this Promotion or your acceptance of the Prize in breach of the terms of your employment or any other obligation you may have.
4. This Promotion commences at 12.01am AEDT on 21/1/19 and entries close at 11.59pm AEDT on 10/3/19.
 5. This Promotion is a game of chance.
 6. To enter, Entrants must, during the Promotion Period:
 - (a) Complete an online donation of AUD \$10.00 or more to the Sister2Sister Make a Donation Campaign at <http://sister2sister.org.au>, where each AUD \$10.00 donated will automatically qualify the Entrant for one chance to win A NIVEA Hamper (**Eligible Valid Entry**).

Each Eligible Valid Entry can be comprised of one or several donations, rounded down to the nearest AUD \$10.00.

Examples

- I. a completed donation of AUD \$60.00 qualifies the Entrant for six (6) Eligible Valid Entries, or
 - II. a completed donation of AUD \$38.00 qualifies the Entrant for three (3) Eligible Valid Entries.
- (b) follow the prompts on the Website to register their details (including full name, email, and contact telephone number); and
 - (c) submit their entry so that it is received no later than 11.59pm AEDT on 10/3/19.
7. Multiple Eligible Valid Entries for this Promotion are permitted.

The Promoter will accept multiple Eligible Valid Entries per person subject to the following restrictions: Each Eligible Valid Entry must be submitted separately and in accordance with these Terms and Conditions.

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 prizes (**Prizes**) are one of six NIVEA Product Hampers which contain an assortment of NIVEA, NIVEA MEN and NIVEA SUN products as determined by Beiersdorf Australia LTD (**Beiersdorf**) each with a total RRP value of \$150.

The total prize pool value is \$900 RRP.

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 winners will be:
 - The first 6 Eligible Valid Entrants randomly drawn by way of a manual selection of all Eligible Valid Entries. The draw will be conducted in the presence of a Justice of the Peace.
12. The award of the Prizes to the Winners is final. The Promoter will not enter into any correspondence with any Entrant other than the Winners in relation to this Promotion or the Prize.
13. The draw will be conducted at 1.00pm AEDT on 15/3/19 at RDC located at 16/130 Pacific Highway, St Leonards, NSW Australia 2065.
14. The Winners will be notified in writing via email to the email address provided in his/her entry as well as by phone within two (2) working days of the Draw.
15. There will be a redraw in order to distribute unclaimed prizes conducted at 1.00pm AEST on 7/6/19 at Life Changing Experiences Foundation, Suite 1 A3, Level A, 410 Elizabeth Street, Surry Hills NSW. Winners of the redraw will be notified by in accordance with clause 14.
16. 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).
17. The Winners should allow 28 days for the Prize delivery. Prizes will be sent by courier to the address the Winner provided in his/her entry.
18. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
19. All ancillary costs or requirements associated with the Prize are the Winner's sole responsibility.
20. 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.

21. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
- fails to establish his/her entitlement to enter this Promotion to the satisfaction of the Promoter;
 - tampers with the entry process or benefits from such tampering; or
 - 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. Each Entrant 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 entries submitted under this Promotion. The Promoter may remove any entry without notice for any reason whatsoever.

Entrants warrant and agree that:

- they will not submit any entry 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;
- 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 entry;
- their entry does not contain viruses or cause injury or harm to any person or entity;
- any person whose personal information, including any image included in a photograph or visual recording included in their entry is a person with whom the Entrant 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, Entrant agrees to indemnify and keep indemnified the Promoter for any breach of the terms above.

- 27. 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 Australian laws as well as its privacy policy, available at <https://www.lifechangingexperiences.org/privacy-policy/>.

By submitting an Eligible Valid Entry, **Beiersdorf**, as the provider of the Prize(s), may also collect and store an Entrant's personal information. All personal information collected by Beiersdorf, will be stored in accordance with all applicable laws of Australia as well as its privacy policy available at <http://nivea.com.au/about-us/Privacy-Policy>.

- 28. 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.
- 29. 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.
- 30. The Website may not be available for access from time to time during the Promotion Period. All access to, and use of, the Website is at the individual's risk. Any contact details provided incorrectly via the Website will result in the relevant entry being invalid.
- 31. 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.
- 32. Any costs associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used.
- 33. This Promotion is authorised under:
NSW Permit No. LTPS/18/30703.