

ELASTOPLAST FREE FOLDABLE BACKPACK
Gift with Purchase
(Terms and Conditions)

1. These Terms and Conditions govern the supply of this gift with purchase promotion, by Beiersdorf Australia Ltd, 4 Khartoum Road, North Ryde NSW 2113, ABN 98 000 025 623 / Beiersdorf Australia Ltd (trading as Beiersdorf New Zealand), 1A Farnham Street, Parnell 1052, Auckland (**Campaign**) which will run from 15 October while stocks 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 Foldable Backpack (**Gift**), you must be an Australian resident aged 16 or over. Subject to clause 3, you must purchase an Elastoplast Brace, Support or Stabiliser from any participating pharmacy (participating pharmacies will be displayed in store) in one transaction and redeem your Gift from the counter in exchange for your original receipt for the purchase of the Product.
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 (1) Gift only/one (1) gift per receipt.
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. 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 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.

12. You consent to Beiersdorf using your 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 the Product and promoting any products manufactured, distributed and/or supplied by Beiersdorf.