

Terms and Conditions of ELASTOPLAST BRACES & SUPPORTS MONEY BACK offer
(**Terms and Conditions**)

1. Information on how to enter the ELASTOPLAST BRACES & SUPPORTS MONEY BACK (**Promotion**) and 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, 4 Khartoum Road, North Ryde NSW 2113, ABN 98 000 025 623.
3. This Promotion is open to Australian residents only aged 18 or over/who purchase an Elastoplast brace or support. Entrants under the age of 18 may only enter with the consent of their parent or their legal guardian and acknowledge that the Money Back will be registered in the name of that parent or legal guardian. 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 9am AEST on 15 July 2024 and entries close at 6pm AEDT 31 December 2024 or until stocks last, whichever is the earliest (**Promotion Period**).
5. To enter, entrants must, during the Promotion Period:
 - (a) Purchase one (X1) or more of the following Elastoplast products marked with a "Money Back" sticker in the Protective Range: Wrist, Ankle, Knee, Elbow & Back Supports; Performance Range: Wrist, Ankle & Knee Supports;
 - (b) visit www.elastoplast.com.au/pages/braces-money-back-offer (**Website**);
 - (c) follow the prompts on the Website to register their details (including full name, email and street address) as well as provide all the requested information, including a minimum 15 word description explaining why they're not satisfied with the product quality in accordance with clause 6, along with a legible receipt.

Entry into the Promotion cannot be made within the first week after the product is purchased according to the date on the receipt, and no later than 30 days after the date of purchase.

6. Acceptable reasons for dissatisfaction are included but not limited to faulty products, or poor quality of the materials or velcro. Entries will not be accepted if the sole reason for dissatisfaction is that the wrong size of product was purchased.
7. The Promoter will accept only one entry per household for the duration of the Promotion.
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, entries that are not made in accordance with clauses 5 and 6, or illegible/unverifiable receipts. All assessments of valid entry are at the Promoter's discretion.
9. The offer is for a reimbursement of the amount stated on the receipt in the form of a GiftPay voucher (**Money Back**).

The Money Back is governed by the terms and conditions governing Giftpay vouchers. If you claim this offer it is your responsibility to ensure that you are familiar with those terms and conditions, including the expiry date of the Money Back.

10. Money Backs are not transferable or exchangeable and cannot be taken as cash. Where a Money Back (or part of a Money Back) is unavailable for any reason, the Promoter reserves the right to substitute that Money Back (or part of that Money Back) with another Money Back of equal value or specification, subject to any necessary approval of the relevant gaming authorities. The Promoter will not be liable for any changes to the value or make up of products offered as a Money Back.
11. Entrant should allow 28 days for the reimbursement delivery. Money Backs will be sent by email to the address the entrant provided in his/her entry.
12. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Money Backs which are not received by the email recipient.
13. All ancillary costs or requirements associated with the Money Back, including provision of an active accessible email address are the entrant's sole responsibility.
14. The Promoter accepts no responsibility for any tax implications that may arise from the Money Back. Entrants should seek independent financial advice in relation to any tax payable in relation to the Money Back.
15. 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.

16. 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.
17. 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.
18. 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 Money Back 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 Money Back value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by an Entrant or Winner; or
 - (f) use of the Money Back.
19. It is a condition of accepting the Money Back that the entrant must comply with all the conditions of use of the Money Back and the Money Back supplier's requirements.

20. Entrants warrant and agree that:
- (a) 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;
 - (b) 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;
 - (c) their entry does not contain viruses or cause injury or harm to any person or entity;
 - (d) 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.

21. The Promoter collects personal information in order to conduct this offer and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Money Back 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.
22. The Promoter will collect and store all personal information in accordance with all applicable Australian laws as well as its privacy policy, available at <http://nivea.com.au/about-us/Privacy-Policy>.
23. 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.
24. 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.
25. 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.
26. 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.

27. Any costs associated with accessing the Website is the entrant's responsibility and is dependent on the Internet service provider used.