

## Terms and Conditions of the Australian 2020 Elastoplast Sport Premium Rewards Campaign (Terms and Conditions)

1. These Terms and Conditions govern the supply, by Beiersdorf Health Care Australia Pty Ltd, ABN 96 620 983 020, 4 Khartoum Road, North Ryde NSW 2113 (**BHC**) of the 2020 Australian Elastoplast Sport Premium Rewards Campaign (**Campaign**). 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 Elastoplast Sport Premium Rewards Pack as described in clause 6 (**Gift**), you must be a registered business operating in Australia (**Entrant**). Employees or directors of BHC and BHC's agencies associated with this Campaign and their immediate families are ineligible to enter. Subject to clause 3, the Entrant must also: (a) purchase a minimum retail price value of \$1,000.00 of Elastoplast, Elastoplast Sport or Leuko Sports Medicine products in one transaction; (b) complete the Elastoplast Sport Premium Rewards Pack Claim Form (**Form**) available from the BHC Manager; and (c) return the Form and proof of purchase by fax to BHC's Manager (NSW Fax 02 9888 3952; all other States and Territories Fax 03 9886 1583).

3. Gifts are only available as long as the stock of products dedicated as Gifts lasts.

4. Subject to clause 3, only one (1) Gift can be claimed per registered business.

5. BHC 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. Each Gift is one (1) Elastoplast Sport Premium Rewards Pack, which consists of the following items:

- One (1) trolley bag (RRP - \$205.00 each);
- One (1) medium sized trauma bag (RRP - \$94.95 each);
- Four (4) bum bags (RRP - \$34.95 each);
- Two (2) massage mats (RRP - \$29.95 each);
- Two (2) sideline blankets (RRP - \$24.95 each);
- Eight (8) drink bottles (RRP - \$9.95 each);
- Eight (8) hand towels (RRP - \$10.95 each);
- Four (4) lister scissors (RRP - \$8.95 each).

Overall Pack RRP Value: \$752.55

For the avoidance of doubt, the bags do not contain any products.

7. The Gift is not transferable or exchangeable and cannot be taken as cash. Where the Gift (or part of the Gift) is unavailable for any reason, BHC reserves the right to substitute that Gift (or part of that Gift) with another gift of equal value or specification. Entrants will be notified accordingly. BHC will not be liable for any changes to the value or make up of the Gift.

8. BHC and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
9. All ancillary costs or requirements associated with a Gift are the Entrant's sole responsibility.
10. BHC accepts no responsibility for any tax implications that may arise from a Gift. Entrants should seek independent financial advice in relation to any tax payable in relation to the Gift.
11. It is a condition of accepting the Gift that Entrants must comply with all the conditions of use of the Gift and the Gift supplier's requirements.
12. The Gift will be sent to Entrants by mail to the address provided in the Form. Deliveries will only be made to a business street address between 08:00 and 17:00, Monday to Friday.
13. BHC and its agencies and companies associated with this Campaign will take no responsibility for Gifts damaged, lost or stolen in transit.
14. BHC may, at its absolute discretion, declare any or all entries made on the Form invalid if the Entrant: (a) fails to establish its entitlement to this Campaign to the satisfaction of BHC; (b) tampers with the entry process or benefits from such tampering; or (c) submits a Form that is not in accordance with these Terms and Conditions. BHC also reserves the right, at any time, to verify the validity of entries and Entrant's details (including an Entrant's identity and address). BHC may accept error and omissions at its discretion. Failure by BHC to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. If there is a dispute to the Entrant's identity, BHC reserves the right, at its sole discretion, to determine the Entrant's identity.
16. 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 (NonExcludable Guarantees). Except for any liability that cannot be excluded by law, including the NonExcludable Guarantees, BHC (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.
17. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, BHC (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 BHC'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 BHC) due to any reason beyond BHC's reasonable control; (d) any tax liability you incur; or (e) use of a Gift.
18. BHC collects personal information in order to conduct this Campaign and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and, as required, to regulatory authorities. It is a condition of participation that you provide the personal information requested and consent to the use of your personal information as specified in these Terms and Conditions. If you do not provide the

information and consent required, your Gift claim will be invalid. BHC may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending you electronic messages or telephoning you. You may opt out of receiving further communications of this nature from BHC by contacting BHC. You should direct any request to access, update or correct information by writing to the Privacy Officer at BHC's address set out in clause 1.

BHC will collect and store all personal information in accordance with all applicable laws as well as its privacy policy, available at <https://www.elastoplast.com.au/pages/privacy-policy>.