## NIVEA RADIANT & BEAUTY 99% COMPETITION SPECIFIC TERMS AND CONDITIONS

- 1. These are the competition specific terms and conditions for the "*NIVEA® Radiant & Beauty 99% Competition*" ("the Competition").
- The promoter of the Competition is Beiersdorf Consumer Products (Pty) Ltd (with registration number: 2000/010257/07), a company duly incorporated under the company laws of the Republic of South Africa and having its registered place of business situated at 4th Floor, Beacon Rock, 21 Lighthouse Road, Umhlanga Rocks, 4319 ("the Promoter").
- 3. The Competition is only open to persons who are either South African Citizens or Permanent South African Residents, and excludes the Promoter, the Promoter's advertising and promotional agencies, any directors, members, partners, agents, employees or consultants of the Promoter, any supplier of goods or services in connection with the Competition and the spouse, life partner, business partner or associate, parent, child, or sibling, of any of the persons specified aforesaid.
- The Competition is open from 09h00 on 1 October 2023 and ends at 23h59 on 10 December 2023 (the Closing Date). Any entries received before 09h00 on 1 October 2023 and after the Closing Date will not be considered.
- 5. It is the responsibility of the entrants to ensure that his/her entry is received within the Competition dates. Any entries, which are not received before the closing date, will not be eligible to participate, regardless of the reason for the late entry.
- 6. The Promoter and its affiliates are not responsible for any entries, which are not received by it, regardless of the cause for non-receipt.
- 7. The Promoter and its affiliates are not responsible for any problems or technical malfunction of any telephone network, computer system, server, or provider, which may have hindered entry into the Competition.
- 8. To enter the Competition via the NIVEA® WhatsApp Line (066 222 0282), -
  - 8.1. Qualifying entrants are required to buy any one (1) of the below qualifying NIVEA<sup>®</sup> Radiant
    & Beauty products (body lotion or cream) as part of their shopping basket:
    - 8.1.1. NIVEA<sup>®</sup> Radiant & Beauty Advanced Care;
    - 8.1.2. NIVEA<sup>®</sup> Radiant & Beauty Even Glow;
  - 8.2. The value of the below qualifying NIVEA<sup>®</sup> Radiant & Beauty products (body lotion or cream) must be clearly visible on a valid till slip.
  - 8.3. Once a qualifying NIVEA<sup>®</sup> Radiant & Beauty product has been purchased as part of the shopping basket, a qualifying entrant must keep their till slip;
  - 8.4. Entrant must then type "Hi" to the NIVEA<sup>®</sup> WhatsApp Line (**066 222 0282**) to complete his / her entry;
  - 8.5. Once prompted, the profiling and competition questions must be answered; and
  - 8.6. Entrant must upload a clear picture of the till slip as proof of purchase, showing the purchase of the qualifying product, the date, and the retailer.

- 9. To enter the competition via Digital or TVC or Billboard -
  - 9.1. Once a qualifying NIVEA<sup>®</sup> Radiant & Beauty product has been purchased as part of the shopping basket,
  - 9.2. the entrant will see a Social Media Ad on Instagram and/or Facebook or Display or out-ofhome or TV;
  - 9.3. the entrant will need to click on the link or scan the QR code through to the NIVEA<sup>®</sup> landing page;
  - 9.4. once on the NIVEA<sup>®</sup> landing page, the entrant will see the competition details and Terms & Conditions;
  - 9.5. there will be a link that clicks through to allow the entrant to enter on the NIVEA<sup>®</sup> WhatsApp Line;
  - 9.6. the entrant will then send "Hi" on the NIVEA<sup>®</sup> WhatsApp Line and follow the prompts to enter the Competition, and clauses 8.4 and 8.5 shall equally apply.
- 10. For Facebook and Instagram ads, the entrant will click on the ad which will take the entrant directly to the WhatsApp Line to enter. The other digital assets will follow the consumer journey via the NIVEA<sup>®</sup> landing page, as per clause 9.3 to 9.6.
- 11. Entrants are permitted to enter multiple times, subject to each entry being linked to a new separate purchase and till slip, as per the above clauses, however, entrants are only eligible to win 1 (one) weekly prize, once for the duration of the Competition. This does not preclude a weekly winner from also standing a chance to win the grand prize. The promoter has the right to not accept entries from an entrant should they show signs of any suspicious behaviour.
- 12. Prizes: Qualifying entrants stand a chance to win their share of up to R 1,3 million:
  - 12.1. There will be 9 (nine) weekly draws in total from all valid entries received, with the first weekly draw on or about 16 October 2023 and the last weekly draw on or about 11 December 2023:
    - 12.1.1. For each of the 9 (nine) weekly draws, winners will be randomly drawn and 99% of the total value of the valid till slip uploaded by each winner will be awarded as a cash payout, to the total maximum weekly value of up to R112,000.00 (one hundred and twelve thousand Rand).
    - 12.1.2. No individual winner will receive more than R9,850.00 (Nine Thousand Eight Hundred and Fifty Rand) as a cash payout.
    - 12.1.3. Winners will be randomly drawn until the total maximum weekly payout value of up to R112,000.00 (one hundred and twelve thousand Rand) has been reached.
    - 12.1.4. In total there will be a maximum of R1,008,000.00 (One Million Eight Thousand Rand) paid out as cash prizes to lucky winners.
  - 12.2. There will be 3 (three) grand prize draws from all valid entries received:
    - 12.2.1. All valid entries received at the time of the respective draw shall also be entered into the grand prize draw whereby one (1) eligible winner will stand a chance to win R99,000.00 (Ninety-nine Thousand Rands) per draw:
    - 12.2.2. The random draws will take place on
      - 12.2.2.1. 16 October 2023;
      - 12.2.2.2. 06 November 2023; and
      - 12.2.2.3. 4 December 2023.
    - 12.2.3. In total there will be 3 (three) grand prize winners randomly drawn during the Competition period, to a total value of about R297 000 (Two hundred and Ninety-Seven Thousand Rands only).

- 13. All winners will be randomly drawn.
- 14. All winners will be notified via the WhatsApp Chatline within (1) one week of the respective draw dates, and they will be required to verify their details.
- 15. Winners may be contacted directly by the Promoter, or their marketing agencies and they will be required to verify their details on the NIVEA<sup>®</sup> WhatsApp Line. Eligible winners will be asked to provide their Full name & ID for identification purposes and banking details for payments over R3000.
- 16. The Promoter shall attempt to contact the winners 2 (two) times over a 48 (forty-eight) hour period on the cell phone number used to enter on the NIVEA<sup>®</sup> WhatsApp Line. If a winner cannot be contacted, or cannot provide the necessary information, within the timeframe given, the chance to be a winner shall be forfeited, and a substitute winner shall be randomly drawn.
- 17. Weekly winners: Cash prizes of 99% of their submitted till slip (max value of R9,850.00 Nine Thousand Eight Hundred and Fifty Rand) will be paid to the respective winners mobile number used to enter the Competition via Absa Cash Send if value is less than R3000, and if larger via EFT . Once details have been provided and verified, winners of the weekly prizes will be paid within 10 (ten) days of being confirmed as a winner. After payment has been made, we request that the winner confirms receipt of the cash prize on NIVEA® WhatsApp Line.
- 18. Grand prize winners: Grand prizes of R99,000.00 (ninety-nine thousand rands) will be paid to the respective winners via EFT to the bank account details provided on the NIVEA<sup>®</sup> Competition WhatsApp line. Once details have been provided and verified, winners of the grand prizes will be paid within 10 (ten) days of being confirmed as a winner. After payment has been made, we request that the winner confirms receipt of the cash prize on NIVEA<sup>®</sup> WhatsApp Line.
- 19. Cash prizes under R3 000 will be paid to winners via Absa Cash Send to the Mobile Number and ID Number provided on the NIVEA<sup>®</sup> WhatsApp Line. Cash Prizes above R3 000 will be paid to winners via EFT to Banking Account details provided on WhatsApp. Once details have been provided and verified, the eligible winner for the weekly prize and grand prize can be asked to provide a bank letter or ID copy to confirm their details. After payment has been made, we may request that the eligible winner confirms receipt of the cash prize EFT.
- 20. Winners who receive their cash via Absa Cash Send will
  - 20.1. receive an SMS from NIVEA<sup>®</sup> with a 6-digit code and instructions on how to redeem their Cash as a Cardless withdrawal from an Absa ATM
  - 20.2. Absa will send the recipient a 10-digit withdrawal number via SMS. If the withdrawal number is lost, please contact NIVEA<sup>®</sup> Customer Care who can request for it to be retrieved.
  - 20.3. The winner can go to any Absa ATM nationwide and do a Cardless Withdrawal, using the two pin codes received on the two SMSes, and must withdraw the full amount in one transaction, within 30 days of receiving the SMS from Absa.
- 21. The prizes are not exchangeable or transferable, under any circumstances.
- 22. The Promoter reserves the right to change and/or postpone or terminate the Competition immediately without notice. In the event of such change or termination, all entrants agree to waive any rights that they may have in terms of this Competition and acknowledge that they will have no recourse against the Promoter or its agents or distributors.
- 23. The Promoter reserves the right to change the Terms & Conditions.
- 24. Neither the Promoter nor its agents, distributors, nor any of the Promoter's directors, officers, employees, or agents shall be liable for any loss or damage, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever, which may be suffered by the entrants in connection with this Competition or the use of the prizes.

- 25. The Promoters may ask to see the original till slip provided in the entry process to verify its validity for prize payment to be made.
- 26. The eligible prize winners may be required to sign an indemnity. Failure to sign the indemnity shall result in the prize being forfeited.
- 27. All risks and ownership of the prizes shall pass to the winners on transfer/delivery thereof and hence all the Promoter's obligations in regard to the Competition as well as in regard to the prizes shall terminate.
- 28. The Promoter shall not be liable for any costs incurred by the entrants and eligible winners for entering the Competition or in claiming any prizes, where applicable.
- 29. All the information provided or related to this Competition shall be managed, captured, and approved by the Promoter, and will not be used for any other purpose other than for execution of the Competition and in line with applicable legislation.
- 30. User data collected via entry for this Competition will be processed solely for the purposes of this Competition and will be stored for as long as it is legally required to and in accordance with the Protection of Personal Information Act, No 4 of 2013, and the Promoter's Privacy Policy www.nivea.co.za/about-us/privacy-policy.
- 31. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations created for either the participant or the Promoter in terms of the Consumer Protection Act, 68 of 2008 ("CPA").
- 32. By entering the Competition, entrants acknowledge that the Competition will be managed in accordance with the provisions of the CPA. Qualifying entrants undertake to expeditiously do all things necessary to enable the Promoter to comply with their obligations under the CPA.
- 33. Any entry that seems suspicious may result in the entrant being greylisted, and all their entries will not be considered a valid entry in the Competition.
- 34. The Promoter's decision(s) shall be final, and no correspondence will be entered.
- 35. Detailed standard terms and conditions apply and can be found at: www.nivea.co.za/about-us/terms-and-conditions.
- 36. Entering this Competition constitutes the unconditional acceptance of these terms and conditions.
- 37. The Promotors have the right to update these Terms & Conditions at any stage. The Promoter reserves the right to vary or to alter or to amend the Rules of the Competition at any time, at their sole and absolute discretion as exercised collectively, by posting the amended terms on the Website. In the event of such variation or alteration or amendment, you agree to waive any rights you may have in terms of these Rules, this Promotion and/or the Prizes, and acknowledge that, to the maximum extent permitted by law, you will have no right of recourse against the Promoter, or any of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, assignees, advertising/promotion agencies, representatives, or agents. Any variation or alteration or amendment of the Rules will be published on the Website, and you undertake to regularly visit the Website to familiarise yourself with any varied, altered or amended Rules. The Rules will be deemed amended at the time they are published on the Website.