

NIVEA MEN® Gift Set Giveaway
Official Rules and Regulations

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **GENERAL.** The NIVEA MEN Gift Set Giveaway (the “Sweepstakes”) will begin on August 22 at 12 pm EST and end on August 29 at 11:59 PM EST (the “Promotion Period”). Before entering the Sweepstakes, each entrant must review and be bound by the Sweepstakes Terms and Conditions as set out below. By entering the Sweepstakes, entrants accept and agree to be bound by the Sweepstakes Terms and Conditions (the “Terms and Conditions”) and accept the decision of the Sponsor as final and binding in all respects.

2. **SPONSOR.** The Sweepstakes is sponsored by Beiersdorf, Inc. (the “Sponsor”), 301 Tresser Boulevard, 15th floor, Stamford, CT 06901 and is in no way sponsored, endorsed, or administered by, or associated with Instagram. All communications with respect to the Sweepstakes, including requests to be removed from future Sweepstakes mailings, should be direct to the Sponsor at the foregoing address and through the following link <https://www.niveausa.com/products/men#layer=contact-us>.

3. **ELIGIBILITY.** The Sweepstakes is open to legal residents of the United States of America aged eighteen (18) years or older at time of entry, excluding employees of Sponsor; their affiliates and subsidiaries; their advertising, promotion, and fulfillment agencies; and of the immediate family members; representatives of suppliers providing prizes or materials or services in connection with this Sweepstakes; anyone connected with the promotion, and anyone who resides with any of the aforementioned individuals. Participants must have a valid Instagram account. Any individual, eligible or not, who attempts to participate with multiple Instagram accounts or e-mail addresses, under multiple identities, or uses any device or artifice to enter may automatically be disqualified. The Sweepstakes is void where prohibited or restricted by law. **There is no limit to the number of entries per person.** Anyone participating in the Sweepstakes or claiming a prize in the Sweepstakes in violation of these rules will be disqualified. All entries must be received by the Promotion Period deadline stated. In the event of a dispute about entries submitted by multiple individuals using the same Instagram account, the entry will be deemed to have been submitted by the authorized subscriber to the Instagram account used to enter the Sweepstakes at the actual time of entry. The authorized Instagram account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Entries generated by script, macro, scraping, robotic, programmed, or any other automated means are prohibited and will be disqualified.

4. **HOW TO ENTER.** Individuals who wish to enter the Sweepstakes may do so by following @NIVEAMEN, liking this post, and tagging a friend.

No purchase is necessary to enter. A purchase will not increase your chances of winning. Entrants must have a valid Instagram account and have access to the Internet. **There is no limit to the number of entries per person.**

5. PRIZES AND ODDS OF WINNING. Winner(s) will be selected by random drawing on September 2. All entries must be received prior to or at 11:59 PM EST on August 29. The random drawing and awarding of prize(s) will be conducted under the supervision of Sponsor whose decisions are final and binding in all matters pertaining to this Sweepstake. The winner(s) may be required to prove he or she is the qualified winner by presenting identification acceptable to the Sponsor (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is the qualified winner, the prize may not be awarded. Odds of winning depend on the number of eligible entries received. There will be ten winner(s) selected to each receive a Sensitive Gift Set. The Sponsor reserves the right to substitute a prize of equal or greater value in the event of circumstances beyond their control or for another reason. Notwithstanding anything in the Terms and Conditions, cash substitutions for prizes are not allowed and prizes are non-refundable and non-transferable except at the sole discretion of the Sponsor. The approximate retail value ("ARV") of each individual prize will not exceed \$35. Prizes are awarded "AS IS" with no warranty or guarantee, either express or implied, by Sponsor. Winner is responsible for all applicable federal, state, local, and other tax liabilities, including, but not limited to, sales and use taxes, excise taxes, income and withholding taxes, customs, duties, fees, and like amounts in connection with a prize. The Sponsor is not responsible for any such taxes or expenses. A form 1099 may be submitted to all appropriate taxing authorities. The total ARV of the Sweepstake will not exceed \$350. Entrants agree to be bound by these Official Rules and the decisions of the judging organization.

No purchase is necessary to enter. A purchase will not increase your chances of winning. Entrants must have a valid Instagram account, have access to the Internet, and have or create an Instagram profile (free). **There is no limit to the number of entries per person.**

Entrants must abide by the following Content Restrictions:

Content Restrictions:

- The Entry must be in English;
- The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Entry must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Sweepstakes;

- The Entry must not feature brand names or trademarks other than the NIVEA MEN mark, which entrant has a limited license to use to incorporate into the entrant's Entry for this Sweepstakes;
- The Entry must not contain text not created by entrant;
- The Entry must not contain text that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Entry must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created; and
- Sponsor reserves the right to disqualify entrants or Entries for not meeting any of the requirements outlined above or for any other reason, in Sponsor's sole discretion.

Entrants must have Instagram to enter and have account privacy settings set to "Off" thereby allowing an open profile. Potential winners may be required to show proof of being the authorized account holder of the Instagram account associated with the Entry.

6. CONTACTING WINNERS. Potential winners will be notified via Instagram Direct Message. Potential winners must respond to the Direct Message and provide their full name and shipping information within forty-eight (48) hours after notification, or the prize will be forfeited, and an alternate winner will be selected. If the reply is received within the deadline, the potential winner may be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability within seven (7) days of notification.

7. WINNERS LIST. To receive a copy of the winner list, send a self-addressed stamped envelope to the address below by September 5. VT residents may omit return postage.

NIVEA MEN Gift Set Giveaway
 Winners' List
 Beiersdorf, Inc.
 301 Tresser Boulevard, 15th floor, Stamford, CT 06901

8. CONSENT TO USE LIKENESS, VOICE, AND ADDRESS. In the event the submission contains the image, voice, likeness of any other individual, the Entrant acknowledges and agrees that he/she has the consent and permission of the other individual(s) to use the submission in the Sweepstakes, it should therefore be presumed that the individual(s) has also consented to be bound by the Sweepstakes Terms and Conditions as set forth herein. Each Entrant consents to the use of his or her name, including image, voice, statement, opinion, likeness, city and state of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies without limitation or further modification and without providing compensation or intellectual property rights to the entrant, except where prohibited. The winners may be required to take part in publicity. By participating and accepting a prize, where permitted by law, each winner

grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor, the right to print, publish, broadcast, and use, worldwide in any medium now known or hereafter developed, including but not limited to the World Wide Web, at any time(s), that winner's name, portrait, picture, voice, likeness, and biographical information as news or information and for advertising and promotional purposes without additional compensation or review.

9. RELEASE OF LIABILITY. By entering the Sweepstakes, the winner agrees: (a) to abide by these Terms and Conditions and the decisions of the Sponsor, which shall be final and binding in all respects; (b) to release and hold harmless the Sponsor, Instagram, its subsidiaries and affiliates of the Sponsor and the franchisees and affiliated merchants of each of the foregoing, and all prize suppliers, all agents or representatives of the foregoing, including without limitation their advertising and promotional agencies, and each of their respective officers, attorneys, directors and employees, (collectively the "Released Parties") from any and all claims, liability, loss, or damage whatsoever, arising with respect to the Sweepstakes or the awarding, receipt, possession and/or use or misuse of any of the Sweepstakes prizes and further acknowledges that none of the foregoing persons have made nor are responsible or liable for any warranty, representation or guarantee a particular purpose thereof. Prizes awarded may carry their own product warranty, for which the Released Parties, have no responsibility of liability. Sponsor and Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Web-site users, by any of the equipment or programming associated with or used in the sweepstakes, or by any technical or human error that may occur in the processing of submissions in the Sweepstakes. Released Parties assume no responsibility for any error; omission; interruption; deletion; defect; delay in operation or transmission; communications-line failure; theft, destruction, unauthorized access to, or alteration of entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines; computer online systems, servers, or providers; computer equipment; computer software; or failure of entry on account of technical problems. Released Parties are not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the sweepstakes or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prizes won.

10. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF CONNECTICUT. As a condition of participating in this sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in a location selected solely by Sponsor. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorney fees, other than participants' actual out-of-pocket expenses (i.e., costs associated with entering this sweepstakes), and participant further waives all rights to have damages multiplied or increased.

11. GENERAL CONDITIONS.

- a) **No limit of the number of entries per person.** While supplies last. In the event of noncompliance, if a winner cannot be reached at the email or Instagram account on that winner's entry, or if a prize is returned as unclaimed or undeliverable, that prize will be forfeited, and an alternate winner will be selected. No prize transfer permitted.
- b) Entries that are incomplete, mutilated, altered, reproduced, forged, counterfeited, or irregular in any way, are automatically void. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. The Released parties are not responsible for the following: (a) lost, late, delayed, illegible, inaudible, stolen, damaged, altered, destroyed, mutilated, misdirected, illegal, incomplete or postage due rule request, entries of prize claims; (b) lost, interrupted or available network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions, or computer hardware, or software typographical, mechanical, telephonic, electronic or network relating to or in connection with this Sweepstakes, including without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, or in any Sweepstakes related materials; or any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes.
- c) Entrants may also be disqualified if Sponsor learns that the entrant disparages the Sponsor during or after the Promotion Period. Entrants should be aware that Sponsor retains the right to take legal action against entrants who commit libel or slander against Sponsor during or after the Promotion Period.
- d) If, for any reason, the sweepstakes is not capable of running as planned, due to, but without limitation, infection by computer virus, worm, cyber-attack, or bugs; tampering; unauthorized intervention; fraud; technical failures; or any other causes beyond the control of Sponsor, that in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the sweepstakes.
- e) The Sponsor is not responsible for printing errors in the Sweepstakes materials or these Terms and Conditions. If, due to a production or printing error or other unforeseen error, there are more winners than prizes for any level, the Sponsor reserves the right to award any remaining prize(s) for that level through a random drawing of all eligible winners. No more than the number of prizes listed herein will be awarded.
- f) No correspondence will be entered into except with potential winners.
- g) By entering the Sweepstakes and voluntarily providing personal information as described in these Terms and Conditions, the entrant agrees to the collection and use of the entrant's personal information by the Sponsor and its representatives, promotional agencies and marketing organization for the purpose of administering the Sweepstakes, including without limitation contacting entrants in the respect of the Sweepstakes and disclosing the list of winners. The entrant's personal information may be used for future promotions and marketing of the Sponsor, its affiliates, representatives, and promotional agencies, but will not be used for any other purpose, nor will it otherwise be disclosed to third parties, unless otherwise required

by law. The entrant may choose to be excluded from all lists under the Sponsor for any future promotions and marketing by the Sponsor, by sending a letter requesting removal from such lists to the Sponsor at 301 Tresser Boulevard, 15th floor, Stamford, CT 06901 and through the following link: <https://www.niveausa.com/products/men#layer=contact-us>.

h) This Sweepstakes is subject to all applicable Federal, State, and local laws and regulations. Void where prohibited or restricted bylaw.

i) If any one or more provisions of these rules are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, effect, or enforcement of any other provision or provision of these rules.

j) If any entrant does not agree to any of the Terms and Conditions set forth herein, then they are ineligible to participate in the Sweepstakes.

k) Sponsor reserves the right to modify, change, or alter these Terms and Conditions at any time without notice to Entrants.

12. PRIVACY POLICY. Information collected from Entrants is subject to Beiersdorf's Privacy Policy: <https://www.niveausa.com/about-us/privacy-policy>.