



## NIVEA SUN BOOTS INSTAX PROMOTION 2022 FULL UK TERMS & CONDITIONS

1. The Nivea Sun, Instax Mini 11 promotion is open to all residents in England, Scotland, Wales Northern Ireland, and Isle of Man, aged 18 years or over except employees of the Promoter, their families, agents or any third party directly associated with administration of the prize draw.
2. **UK Entry, including IoM:** Purchase two Nivea Sun products (excluding lip, After Sun and Pocket Packs) from Boots, subject to availability.
3. **NI Entry:** No purchase necessary.
4. Text NIVEASUN to 88802 UK mobile required. Standard network rates apply.
  - a. All entrants will receive a confirmation text confirming that their entry has been successful and sharing a link to the Promotional Terms and Conditions and Privacy Policy.
  - b. Valid entries from each day, up until midnight, will be put into a Daily Prize Draw. Daily Prize Draws will take place to select the winners. Each day winners will be selected at random.
  - c. Daily Prize Draws will take place from 04.05.22 until 28.06.22.
  - d. Winners will be notified by text within one week of the date on which the draw took place.
  - e. Winners will be notified via text and will be shared a link to a secure data capture form.
  - f. Winners will need to complete the form, within two weeks of receiving the form, sharing their mobile number that was used to enter the Promotion, so that winners can be validated, their name, email address and postal address, for prize delivery.
  - g. Any prizes not claimed within two weeks, will be redrawn, and redistributed.
5. Please retain receipt for qualifying Nivea Sun products. All winners may be asked to provide this as proof of purchase to validate prize eligibility. Northern Ireland no purchase required.
6. When Entrants send an SMS from their mobile phone; this SMS is then sent to Text Marketer to process.
7. The details contained in the API request is phone number, SMS message and network.
8. The WAA Chosen web server is hosted in the United Kingdom, access is locked to permitted WAA Chosen members of staff administering or operating the Promotion. Any personal information collected will only be used for administrative or operational reasons. Collected data can be transferred to external service providers of the Promotor, to carry out the Promotion. Collected data includes phone number, SMS and network.

9. Any personal information collected will only be used for administrative or operational reasons connected with the Promotion. After 4 month, data will be permanently deleted.

10. Qualifying Nivea Sun products for this Promotion are:

- NSUN LTS SPF 20, 200ML
- NSUN SPY SPF 15, 200ML
- NSUN SPY SPF 20, 200ML
- NSUN UV FACE SENSITIVE CRÈME SPF 50, 50M
- NSUN PRTCT&RFRSH CLNG MIST SPF 50 200ML
- NSUN PRTCT&RFRSH CLNG MIST SPF 30 200ML
- NSUN SENS SOOTHING SPRAY SPF 30, 200ML
- NSUN SPY SPF 30, 200ML
- NSU PROTECT & BRONZE SUN SPY SPF20
- NSUN LTN SPF 15, 200ML
- NSU PROTECT & BRONZE SUN SPY SPF30
- NSUN KIDS LTN SPF 50 200ML
- NSUN KIDS ROLL-ON GREEN 50+, 50ML
- NSUN LTN SPF 30, 200ML
- NSUN MOIST LTN SPF 50+, 200ML
- NSUN KIDS SPY SPF50+,200ML
- NSUN SPY SPF 50+, 200ML
- NSUN INVS PROT SPY SPF20, 200ML
- NSUN INVS PROT SPY SPF30, 200ML
- NSUN KIDS SWM&PLY PROT LTN SPF50+,150ML
- NSUN INVS PROT SPY SPF 50, 200ML
- NSUN FC\_CRM SHN\_CTRL SPF50 50ML
- NSUN KIDS PRTCT LTN ROLL-ON SPF50+ 50ML
- NSUN FC ANTI-AGE&PIGM CRM SPF 50 50ML
- NSUN SENS SUN-ALLERGY SPRAY 50+, 200ML
- NSUN FC LUM 630 ASPOT FLID 50ML

11. A maximum of 1 x Instax Mini 11 Camera and 1 x Instax Mini 11 Film (10 pack) per household validated by mobile number and postal address.

12. A maximum of 1 entry per person per week shall be allowed, validated by mobile number and timestamp of entry. If anyone enters more than once, only their first entry is valid. A week is 00.00 Monday – 23.59 Sunday.

13. The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, network, or server failure of any kind.

14. All winners will be chosen by random draw with 24 hours of each Draw Date of the competition.

15. Winners will receive the prize specified in the Promotional Terms.

16. Winner will be notified by text (using details provided at entry) within 1 week of the Draw Date they entered for and must complete the necessary form within one week of receiving the winner's text.

17. If proof of purchase is requested by the Promoter and the winner cannot provide this or fails to respond to the Promoter by email within 3 days of being notified by the Promoter, then the prize will be forfeited, and the Promoter will be entitled to select another winner in accordance with the process described above.
18. The prizes are non-exchangeable, non-transferable and no cash alternative is offered.
19. The Prizes are fulfilled and managed by WAA Chosen, an agency of Nivea Sun and Beiersdorf.
20. On provision of a winner completing their winner's form, all data will be securely shared with WAA Chosen for the purposes of fulfilment.
21. Personal information will be retained by WAA Chosen for 4 months from the closing date to enable the Promoter to complete administration of the Promotion
22. The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
23. The winners' names and county can be obtained by sending a direct message to @nivea\_uk (Instagram), @niveauk (Facebook) or @niveauk (Twitter). within 28 of days after the date of the closing date of the prize draw.
24. Participants are deemed to have accepted and agreed to be bound by these Terms & Conditions upon entry. The Promoter reserves the right to refuse entry or refuse to award the prize to anyone in breach of these terms and conditions.
25. The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
26. Insofar as is permitted by law, the Promoter, its agents, or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury, or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents, or distributors or that of their employees. Your statutory rights are not affected.
27. Winners may be required to participate in publicity related to the prize draw. By submitting your information and entering this promotion, you agree that the Promoter may use your name, image and town or county of residence to announce the winner of this competition (which may include the publication of their name and photograph in any media) and for any other reasonable and related promotional purposes.
28. The Prize Draw will be governed by English law and entrants to the Prize Draw submit to the jurisdiction of the English courts.
29. The Promoter of this Prize Draw is Beiersdorf UK Ltd of Trinity Central, Trinity Park, Bickenhill Lane, Birmingham B37 7ES UK

## **NIVEA PRIVACY POLICY**

With the following privacy notice we would like to provide you with information regarding the processing of personal data.

The Controller of the processing of personal data is: Beiersdorf UK, Trinity Business Park, Birmingham, B37 7ES, Tel: +44 (0)121 329 8800

**Purpose / Information:** When you participate in sweepstakes or similar campaigns, we use the personal information you provide to conduct the campaign. Further information on the purposes can be found in the respective terms and conditions of the campaign.

The provision of your personal data is necessary for the performance of a contract. You are not obliged to provide your personal data. If your data is not provided, you cannot participate in the campaign. Further information can be found in the respective terms and conditions of the campaign.

**Recipients:** We transfer the collected data to the relevant internal departments for processing and to other affiliated companies within the Beiersdorf Group or to external service providers, contract processors (e.g. hosting, shipping, processing service providers) in accordance with the purposes required (to carry out the campaign). Platform/hosting providers will have access to personal data from a third country (countries outside the European Economic Area or UK). As an appropriate safeguard we have agreed on standard contractual clauses pursuant to Art. 46 UK GDPR with these providers. More information on this topic is published here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu_en) and <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-transfers-after-uk-exit/>.

**Deletion:** Your data will be deleted after the final processing of the campaign (see terms and conditions of participation), unless this conflicts with statutory retention obligations or statutes of limitations. Legal basis: Art. 6 (1) b UK GDPR (situation similar to a contract).

**Your rights:** You may at any time object to the processing (applies only when legal basis is Art. 6(1) f) UK GDPR) or withdraw the consent (Art. 6 (1) a) UK GDPR) regarding the use of your personal data for the future. You may also request a rectification or a partial or complete deletion, request information about the data stored by us regarding your person (right of access), obtain restriction of the processing or a transfer of your data, unless this has been restrained in accordance with (local) legislation or if the respective law is not applicable (e.g. the objection is only applicable for the legal basis according to Art. 6 para. 1 e) and f)).

For this purpose, please contact the above-mentioned Controller.

In the event of your withdrawal/ objection, your personal data will not be processed further and will be subsequently deleted by us, unless further processing with the personal data is required, admissible or otherwise agreed on in accordance with the applicable data protection laws (in particular the General Data Protection Regulation) or any other legal provision.

In addition, you have the right to lodge a complaint with a supervisory authority at any time.