

1. Introduction

- 1.1 Nimue Skin Proprietary Limited ("Nimue") is proud to launch its '12 Week Challenge', calling on participants to take part in a 12 week journey using its products and treatments, after which your skin will be glowing and radiant, giving you the confidence to go make-up free after the 12 weeks.
- 1.2 Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before accepting to take part in the '12 Week Challenge'.
- 1.3 These Terms and Conditions apply to all who participate in the '12 Week Challenge' and participants who sign the '12 Week Challenge' agreement will be deemed to have accepted, and shall be bound by, the Terms and Conditions as set out herein.

2. How to Participate in the '12 Week Challenge'

- 2.1 Participants who would like to participate in the '12 Week Challenge' need to visit a participating Nimue salon.
- 2.2 The list of participating salons can be found on www.nimueskin.com.

3. Who can participate

In order to be eligible to participate in the '12 Week Challenge', a participant must:

- 3.1 have been fully assessed by a Nimue qualified skin therapist; and
- 3.2 have signed the '12 Week Challenge' contract.

4. The 12 Week Challenge

- 4.1 The Candidates who choose to participate in the challenge are required to purchase the '12 Week Challenge' package and adhere to these Terms and Conditions.
 The '12 Week Challenge' package will include the following:
 - 6 x retail products (to be used at home by the Candidates for 12 weeks);
 - A guide on how to use each of the products; and
 - 4 x professional treatments (to be conducted by a Nimue qualified skin therapist)
- 4.2 The Candidates will also be required to sign a '12 Week Challenge' contract acknowledging receipt of the kit and acknowledging the contributing factors listed in the contract which are beyond the control of the salon or the Nimue therapist that will negatively affect their '12 Week Challenge' result.
- 4.3 Nimue, in its sole discretion, may offer a full money back guarantee to a Candidate who feels that the '12 Week Challenge' was unsuccessful, provided that such Candidate:
 - 4.3.1 Fully abided by the '12 Week Challenge' regimen; and
 - 4.3.2 properly used the kit under the supervision and advice of a Nimue skin therapist; but
 - 4.3.3 does not feel they have seen a significant visible improvement in their skin following their participation in the '12 Week Challenge'.
- 4.4 In order for any money back guarantee to be realised, in addition to the conditions set out in paragraph 4.3 above, the Candidate must also be in possession of a signed and valid '12 Week Challenge' contract, signed by an approved Nimue skin therapist, and details of when and where treatments were conducted. In accordance with the contract, the Candidate will be expected to declare that none of the contributing factors on the contract materialised, thus affecting their results of the '12 Week Challenge'.
- 4.5 This money back guarantee shall be in respect of the purchase price of the '12 Week Challenge' package only. Nimue must be satisfied that the Candidate participated fully, correctly and honestly in the '12 Week Challenge', and Nimue may take the necessary steps to establish such Candidate's participation in the challenge.
- 4.6 This money back guarantee shall only be applicable for people who purchase the '12 Week Challenge' package that includes both retail products for use at home and professional treatments.
- 4.7 Money back guarantee can only be claimed after 12 weeks of starting the '12 Week Challenge' Program.
- 4.8 Prior to taking the '12 Week Challenge', a qualified Nimue therapist will capture a 'before' picture and an 'after' picture at the end of the 12 Week period.

5. Privacy

- 5.1 Personally identifiable information may include, but is not limited to your full name, home telephone number, cell phone number, physical address, age, and any images you send us.
 - 5.1.1 By participating in the '12 Week Challenge', you confirm that the information given by yourself is accurate and complete. You further agree to update the information supplied, as and when necessary, in order to ensure the accuracy of the information, failing which Nimue will not be liable for any inaccuracies. You hereby consent to and authorise Nimue to use and process your personal information for purposes of participating in the '12 Week Challenge' and for Nimue to use and process your personal information in accordance with the Protection of Personal Information Act, 4 of 2013.

6. Next Steps

- 6.1 After the consultation with the Nimue skin therapist and upon purchasing the '12 Week Challenge' package, the Candidates will be ready to take part in the '12 Week Challenge'.

7. Salon Skin Consultations

Candidates are obliged to undergo a consultation with a Nimue qualified skin therapist and will be further obliged to furnish the following information:

- 7.1 Medical history;
- 7.2 Current skincare routine;
- 7.3 Lifestyle and habits; and
- 7.4 Skin classification according to Nimue's criteria.

8. General Terms and Conditions

- 8.1 These Terms and Conditions shall apply to the '12 Week Challenge', all other information relating to this campaign and on any promotional or advertising material that is published.
- 8.2 Nimue, its directors, members, partners, employees, affiliates, agents, consultants, suppliers, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from an entrant's participation in this campaign or howsoever arising (whether arising from negligence or otherwise). All entrants, whilst participating in this '12 Week Challenge', indemnify Nimue (and its affiliates) and hold Nimue (and its affiliates) harmless for any loss, damage, harm or injury (whether arising from negligence or otherwise) which may be sustained as a result of any claim, costs, expense, loss or damages which may be made by any third party.
- 8.3 There are no entrance fees to participate in the '12 Week Challenge', except for the purchase of the '12 Week Challenge' package, which shall be for the Candidates' own account.
- 8.4 By taking part in the '12 Week Challenge', you confirm that the information given by yourself is accurate and complete.
- 8.5 Nimue reserves the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- 8.6 Nimue reserves the right to terminate this campaign immediately at any stage, whether required as a result of changes in legislation, or if required by any national, provincial or municipal authority, or within the sole discretion of Nimue for any reason whatsoever. In the event of such termination, all participants agree to surrender any rights that they may have in terms of this promotion and acknowledge that they will have no recourse against Nimue, its agents and staff.
- 8.7 In the event of a dispute, Nimue's decision will be final and binding on all aspects of this campaign and no correspondence will be entered into.
- 8.8 Nimue is not liable for the failure of any technical element relating to this promotion that may result in a Candidate's participation not being successful.
- 8.9 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable, it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.