

**NIVEA MY SILHOUETTE!TM AND GOOD-BYE CELLULITE
CLASS ACTIONS**

FINAL NOTICE OF COURT APPROVAL OF A SETTLEMENT

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ ALL OF IT CAREFULLY**

**ATTENTION: ALL PERSONS IN CANADA WHO PURCHASED NIVEA MY SILHOUETTE!TM
OR NIVEA GOOD-BYE CELLULITE**

Please take notice that, on December 20, 2012, the Superior Court of Quebec authorized the institution of a class action in court files number 500-06-000574-117 and 500-06-000596-128, filed respectively by Long and Dray (the “Petitioners”) against Beiersdorf Canada Inc (the “Respondent”) and approved the settlement agreement reached in the class action (the “Authorization Judgment”). The following class was authorized for settlement purposes only:

All residents of Canada who purchased My Silhouette! or Good-Bye Cellulite products up to December 20, 2012.

The lawsuits alleged that the Respondent made certain representations in the advertising for and packaging of the Products, which were misleading. Respondent does not admit or accept any wrongdoing or liability, including any and all claims of liability or wrongdoing and all charges and allegations that have been asserted against it in the Class Actions

The Court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the Petitioners have not been proven in Court.

If you are resident in Canada and purchased *NIVEA My Silhouette!TM or Good-Bye Cellulite* products up to December 20, 2012, you are a member of the Class and your rights will be affected.

SUMMARY OF THE SETTLEMENT AGREEMENT

Without any admission of liability or wrongdoing, a Settlement Agreement has been reached. The Settlement Agreement provides for:

1. Payment to Class Members, as follows:

- a. Tier 1 Claim: Class Members who submit a claim supported by cash register receipts or similar documentation that identifies the Product, its retail price, date and location of purchase can receive 85% of the actual retail purchase price of a Product, up to a maximum of six (6) packages.
 - b. Tier 2 Claim: Class Members who submit a claim supported by a solemn declaration that identifies the (i) Product(s) purchased, (ii) approximate retail price of each such purchase, and (iii) location(s) of the purchase(s) can receive 70% of the actual retail purchase price of a Product, up to a maximum of four (4) packages.
 - c. Tier 3 Claim: Class Members who submit claim supported by a solemn declaration affirming the purchase of a Product can receive one (1) Certificate in the amount of \$2.00 for each purchase of a Product, up to a maximum of three (3) Certificates. The Certificates will be good only for the purchase of any product distributed by Beiersdorf Canada Inc. and shall expire no sooner than 6 months after the date that they are mailed by the Settlement Administrator.
 - d. Any member of the Settlement Class may submit claims under one or more tiers subject to a total maximum recovery of \$100.
2. Eligibility for payment under the Settlement Agreement will be determined on an individual basis by the Settlement Administrator appointed by the Court, namely NPT Ricepoint Class Action Services Inc., upon an analysis of individual Class Members' claims and records. Eligibility for payment will require proof by Class Members that they purchased *NIVEA My Silhouette!™* or *Good-Bye Cellulite*. The eligibility to receive payment will be determined by the Settlement Administrator appointed by the Court on the basis of evidence submitted by the Class Members;
 3. The decision of the Settlement Administrator is subject to an appeal before the Court;
 4. The costs associated with this Notice and all administration costs, as well as Class Counsel fees and disbursements, which must be approved by the Quebec Court, will be paid out by the Respondent.
 5. The Settlement may be terminated, before February 18, 2013, by the Respondent or by Class Counsel if the number of Class Members who opt-out of the Settlement or the value of the claims filed after this Notice exceeds the thresholds agreed upon by the Parties.

OPTING-OUT

If you are a member of the Class you will be bound by the terms of the Settlement Agreement and you will not be able to bring or maintain any other claim or legal proceedings against the Respondent in connection with the purchase of *NIVEA My Silhouette!*TM or *Good-Bye Cellulite* products in Canada up to December 20, 2012, unless you exclude yourself from the Settlement Class (“Opt Out”). If you are a member of the Class and wish to Opt-Out, **you must fully complete and submit an Request for Exclusion Form to the Administrator by the Opt-Out Deadline of January 28, 2013** at the following address:

NPT Ricepoint Class Action Services
633 Colborne Street, Suite 300
London, Ontario, N6B 2V3

Opt-Out Forms are available at <http://www.gbcssettlement.ca> or may be requested by mail or telephone by contacting Class Counsel (contact information provided below). If you Opt Out, you will **NOT** be able to make a claim under the Settlement.

CLAIMS DEADLINE

In order to be eligible for payment, **you must submit a Claim Form and any related documentary evidence to the Administrator on or before February 25, 2013**. Claim Forms are available at <http://www.gbcssettlement.ca> or may be requested by mail or telephone by contacting Class Counsel (contact information provided below). The completed Claim Form must be submitted to the following address:

NPT Ricepoint Class Action Services
633 Colborne Street, Suite 300
London, Ontario, N6B 2V3

LEGAL FEES

The Quebec Superior Court has approved the payment of legal fees and expenses to Class Counsel in the total amount of \$237,500. Claimants may, but are not obliged to, retain their own lawyers, other than Class Counsel, to assist them in making individual claims under the Settlement Agreement. Claimants are responsible for paying the legal fees and costs of any other lawyer they retain.

FURTHER INFORMATION

Additional information may be obtained at the Settlement website at <http://www.gbcssettlement.ca>. You may also contact Class Counsel, whose contact information is the following:

Me Jeff Orenstein

Consumer Law Group Inc.
1123 Clark Street, 3rd floor
Montreal (Quebec) H2Z 1K3
Telephone: (514) CONSUMER [266-7863] Ext. 220
Toll Free: 1-888-909-7863
Fax: (514) 868-9690
Email: jorenstein@clg.org
Website: www.clg.org

Please do not contact the Court.

A complete copy of the Settlement Agreement and the detailed instruction package and instructions on how to obtain a Claim Form necessary to file a Claim for benefits under the settlement or Opt-Out Form necessary to opt out of the class are available at <http://www.gbcssettlement.ca> or by contacting Quebec Class Counsel. If there is a conflict between the provisions of this Notice and the Authorization Judgment, the Authorization Judgment shall prevail.

This Authorization Notice has been approved by the Superior Court of Quebec.