

2019 Woolworths Earn & Learn Terms and Conditions

Definitions within this Promotion:

ELC & OSHC	means Long Day Care Early Learning Centre or Out Of School Hours Care providers as per definition on https://www.childcarefinder.gov.au/
Goods	means the learning resources, equipment and products in the 2019 Woolworths Earn & Learn catalogue
MTA	means Modern Teaching Aids Pty Ltd
MTA Website	means www.teaching.com.au
Participants	means primary and secondary schools and Long Day Care Early Learning Centres in Australia as per the definition of Long Day Care on https://www.childcarefinder.gov.au/ , and, for the avoidance of doubt, includes Remote Participants and Receiving Participant
Promoter	means Woolworths Group Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista, NSW, 2153
Promotion	means the 2019 Woolworths Earn & Learn campaign
Promotional Period	means from 12.01am AEST 1 May 2019 to 11.59pm AEST 25 June 2019 or while stocks of Stickers last
Redemption Period	means from 12.01am AEST 8 July 2019 to 11.59pm AEST 21 July 2019
Registration Period	means from 12.01am AEDT 18 March 2019 to 11.59pm AEST 25 June 2019
Remote Participant	means a Participant identified by the Promoter, in its sole discretion, on woolworths.com.au/earnandlearn as being located in a remote area, namely those situated at least 100 kilometres away from any Woolworths supermarket
Sticker	means the 2019 Woolworths Earn & Learn Sticker provided to customers for every \$10 spent in a single transaction at Woolworths Supermarkets, Woolworths Metro and Woolworths Online at woolworths.com.au (excluding money spent on Excluded Purchases)
Submission Period	means from 12.01am AEST 26 June 2019 to 11.59pm AEST 7 July 2019
Validation Period	means the period between 12.01am AEST 26 June 2019 and 11.59pm AEDT 31 December 2019 in which Participants must retain all Stickers for validation purposes by the Promoter

Eligibility:

1. Entry to the Promotion is open to registered Participants within Australia.
2. To participate in the Promotion, the principal or an authorised representative of the Participant must register the Participant during the Registration Period. The Promoter reserves the right

to request proof of the representative's identity and authority in this capacity (which may be provided in the form of email or letter from the principal).

3. Participants that participated in the 2017 Woolworths Earn & Learn Promotion will be pre-registered, but must confirm that registration by visiting the MTA Website and updating their details as necessary using the unique username and password provided by MTA during the Registration Period.
4. If your school or ELC did not participate in the 2017 Woolworths Earn & Learn Promotion, a nominated person from your school/ELC is required to visit the MTA Website to register your school/ELC's details during the Registration Period. Your school/ELC's nominated person will then need to enter the unique username and password that has been sent to your school/ELC prior to the Promotional Period. Once they have logged on to the MTA Website using the provided username and password, they will need to click on the register banner and fully complete the registration form during the Registration Period.
5. If an unregistered Participant has not received a username and password to register during the Registration Period, please contact MTA on free call 1800 251 497, or via email at earnandlearn@teaching.com.au. Late registrations are at the sole discretion of the Promoter.
6. On the registration form at the MTA Website, a Participant may expressly opt to collect Stickers on behalf of another Participant during the Promotional Period. In order to do this:
 - a. the nominating Participant (**Nominating Participant**) must first obtain the prior consent of the receiving Participant (**Receiving Participant**) and ensure that the Receiving Participant has registered to participate in this Promotion during the Registration Period; and
 - b. the Nominating Participant must ensure that it clearly communicates on all of its collection boxes and campaign materials that it is collecting Stickers on behalf of the Receiving Participant and not for itself.
7. By registering for the Promotion, all Participants confirm their agreement to, and acceptance of, these 2019 Woolworths Earn & Learn Terms and Conditions.
8. By participating in the Promotion, Participants consent to the Promoter using their school/ELC's name, suburb, number of Stickers redeemed and image and any feedback in any media (including but not limited to local press, advertising and publicity materials) for an unlimited period of time without remuneration for the purposes of promoting this Promotion, the Goods and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
9. In the event that a Participant provides the Promoter with photographs relating to the Promotion (e.g. teachers receiving the Goods), the nominated representative of the Participant must ensure that relevant consents have been obtained (including from the principal, where applicable) to allow the Promoter to publish such photographs on its website and in any media (including but not limited to television, print, point of sale, radio, catalogue, and social media) without compensation for the purposes of promoting this Promotion.

How to participate:

Qualifying Spend

10. A single Sticker will be given to a customer with every \$10 spent in a single transaction at Woolworths Supermarkets, Woolworths Metro and Woolworths Online (www.woolworths.com.au), excluding money spent on Excluded Purchases, during the Promotional Period ("**Qualifying Spend**"), while stocks last.
11. **Excluded Purchases** means smoking/tobacco products and accessories, alcohol, mobile recharge, Woolworths Mobile, travel cards and tickets, cash outs, lottery products and gift cards (including iTunes); Carpet Care products, donations, Delivery Fees, Bag Fees and Crate Service Fees. For online orders, the minimum purchase amount for each Pick up order is \$30.00 and for each Delivery order is \$50.00 excluding the Delivery Fee, Bag Fee and any Crate Service Fee. Qualifying Spend is calculated after all discounts and exclusions have been applied to the order.
12. Availability of Stickers may vary store by store and are strictly available while stocks last.
13. In-store customers: Stickers will be supplied to customers by a member of staff upon payment in store. Pick Up customers: Stickers will be supplied with the relevant order. Online customers: Stickers will be supplied with the relevant delivery unless that customer opts out of the Promotion. Online customers may opt out of the Promotion during the order review stage at checkout when making an online purchase.
14. Purchases at other Woolworths Group outlets (including but not limited to BIG W, BWS or Dan Murphy's outlets, whether attached to or separate from a Woolworths supermarket) and Caltex/Woolworths co-branded fuel outlets are not eligible for the Promotion.
15. Stickers have no monetary value and cannot be redeemed for cash.

Participating Brands

16. In addition to the Qualifying Spend entry, customers are also eligible to receive two (2) bonus Stickers with every purchase of a Participating Brand product at any Woolworths supermarket, Woolworths Metro or Woolworths Online during the Promotional Period, while stocks last ("**Bonus Stickers**").
17. The Participating Brands are set out in **Annexure A**.
18. For the avoidance of doubt, a customer's entitlement to receive Bonus Stickers is in addition to any entitlement to receive a Sticker as a result of a Qualifying Spend. *For example, if a customer spends \$10 in a single transaction (which includes 2 Participating Brand products) during the Promotional Period, that entrant will receive 5 Stickers in total.*

Fresh Food Kids Discovery Tour Bonus Offer

19. **Schools**: Participant schools that book and attend a Fresh Food Kids Discovery Tour at a participating Woolworths between 00.01 AEDT 18 March 2019 and 23.59 AEST 25 June 2019 will receive 500 bonus Stickers.
20. **Early Learning Centres**: Participant Early Learning Centres that book and attend a Fresh Food Kids Discovery Tour at a participating Woolworths between 00.01 AEDT 18 March 2019 and 23.59 AEST 25 June 2019 will receive 1000 bonus Stickers.

21. Limit applies of one Fresh Food Kids Discovery Tour Bonus Offer per Participant, not per booking.
22. Stickers awarded under clauses 19 and 20 will be automatically loaded into the relevant Participant's online profile during the Promotional Period.
23. For terms and conditions regarding Fresh Food Kids Discovery Tours, please visit <https://www.woolworths.com.au/shop/discover/fresh-food-kids/discoverytours>.

Double Stickers

24. The Promoter may from time to time, in its sole discretion, offer double Sticker days where two Stickers will be issued for every Qualifying Spend ("**Double Stickers**"). The Promoter will communicate any Double Sticker days through in store marketing and on its website.
25. For the avoidance of doubt, the Double Sticker offer does not apply to the Participating Brand offer. In other words, a customer will continue to only receive two Stickers with the purchase of a Participating Brand product during any Double Sticker day.

Remote Participants

26. There will be a Woolworths Earn & Learn Collection Box allocated for Remote Participants in Woolworths supermarkets. These boxes will not be designated to a specific Remote Participant but will be used to collect Stickers on behalf of all Remote Participants. At the end of the Submission Period, Woolworths will evenly distribute Stickers placed in the Remote Participant Collection Boxes amongst all Remote Participants.
27. Woolworths may, in its sole discretion, allocate additional Stickers to Remote Participants if the amount of Stickers collected for Remote Participants during the Promotional Period is below the average number of Stickers collected for other Participants.
28. Customers can view the full list of Remote Participants at woolworths.com.au/earnandlearn.

Submission and Validation:

29. To earn Stickers for your school or Early Learning Centre, simply collect and retain the Stickers you receive during the Promotional Period and provide them to your nominated school or ELC. If you do not wish to take your Stickers to your local school, simply place them in the Woolworths Earn & Learn Collection Boxes provided in your local Woolworths stores for your nominated school/ELC to collect after the Promotional Period.
30. Store receipts which refer to the number of Stickers earned by a customer in a particular transaction will not be accepted toward any Goods.
31. Registered Participants (other than Receiving Participants and Remote Participants) can pre-count their Stickers and enter them onto their Woolworths Earn & Learn account via the MTA Website during the Promotional Period.
32. The number of Stickers earned by a Participant must be counted and submitted on the MTA Website during the Submission Period and by 11.59pm AEST on 7 July 2019.

33. Participants must retain their Stickers during the Validation Period for validation purposes by the Promoter.
34. Notwithstanding clauses 31-33:
 - a. Remote Participants will be provided their allocated number of Stickers by the Promoter on 8 July 2019; and
 - b. the number of Stickers allocated to Receiving Participants will be uploaded to their applicable online profiles by the Promoter on 8 July 2019.
35. The Promoter has the right to verify and validate the number of Stickers earned before they can be used to redeem Goods. The Promoter may request each Participant to provide the Stickers to the Promoter at any time during the Validation Period and failure to do so may amount in ineligibility under this Promotion at Promoter's sole discretion. The Promoter also reserves the right to request verification of the identity and location of Participants as well as other information relevant to participation in this Promotion. The Promoter's count and verification process is final and no correspondence will be entered into.
36. An email notification will be sent to Participants to confirm the total number of Stickers, as validated in the Promoter's reasonable discretion, and how to place an order for Goods during the Redemption Period.

Redemption:

37. To order Goods from the 2019 Woolworths Earn & Learn catalogue, the nominated person of a Participant is required to logon to the MTA Website and click the icon to the order page for the Promotion during the Redemption Period. Orders must be placed entirely using Stickers and cash payments cannot be used in conjunction with Stickers if you do not have the required amount of Stickers to order a Good.
38. The number of Stickers required for each item of equipment is clearly stated in the 2019 Woolworths Earn & Learn catalogue and is non-negotiable.
39. Registered Participants must place all orders for Goods by during the Redemption Period and by no later than 11.59pm AEST on 21 July 2019. Orders may only be accepted after the Redemption Period in the Promoter's sole discretion. Late orders are unlikely to receive delivery of the Goods until Term 1 of 2020.
40. During the Redemption Period, Participants can opt to allocate any remaining and unused Stickers to Remote Participants through the online portal. Any remaining and unused Stickers allocated to Remote Participants will be equally distributed to all Remote Participants during the Redemption Period - there will be no opportunity to select a specific Remote Participant. Decisions to allocate any remaining and unused Stickers to Remote Participants are final and Stickers cannot be returned to Participants once allocated.
41. An order for Goods cannot be cancelled or amended once an order has been placed by a Participant. Only one order per registered Participant will be accepted.
42. If your school/ELC has not received your order by Friday, 20 December 2019, please contact MTA on free call 1800 251 497 or via email at earnandlearn@teaching.com.au.

43. Deliveries will be sent to the Participant's delivery address that is on file at MTA and will be pre-arranged with the school/ELC's nominated representative prior to arrival, subject to any processing or delivery delays. Participants must inform MTA of any address change.

General:

44. Only Stickers from the 2019 Promotion will be accepted and eligible to redeem Goods.
45. The Promoter is not responsible for any lost, stolen or damaged Stickers and Stickers will not be replaced.
46. Sale, auction (including via online auction sites), transferring of Stickers for money, used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services or otherwise is specifically prohibited. If Stickers is sold or used in breach of this condition, the Promoter, at its absolute discretion, may withdraw the Stickers.
47. Neither MTA nor the Promoter will be liable for failure or delay in delivery or performance of their obligations under these terms and conditions due to any cause beyond their reasonable control.
48. The Participant is responsible for installing any Goods ordered in accordance with the manufacturer's instructions and will bear the risk of any loss or damage to the Goods from the point of delivery.
49. Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
50. Participants should inspect all Goods carefully upon delivery. If a Good is damaged or faulty (through no fault of the Participant), the Participant should contact MTA via email at earnandlearn@teaching.com.au as soon as possible. Goods cannot be returned due to change of mind. Goods are not redeemable for cash.
51. If for any reason the chosen Good is discontinued or otherwise not available, MTA reserves the right to substitute an equivalent product of a similar or greater value to the Good ordered, provided that the substitution does not prejudice the Participant that ordered the Good.
52. The Goods are supplied only for use by Participants and not for export or resale.
53. The Promoter and MTA reserve the right to withdraw, limit, modify, cancel or increase the availability of Goods.
54. A helpline for the Promotion will be available between 8am and 5pm Monday to Friday (excluding public holidays) on free call 1800 251 497.
55. For MTA's warranty information concerning the Goods, please consult the "Product warranty section" of the "MTA Additional Information" document available on the MTA Website.

56. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss, loss of opportunity, or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any benefit, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
57. The Promoter accepts no responsibility for any tax implications that may arise from Participants using Stickers to order Goods. Any costs associated with participating in the Promotion, including any tax liability incurred by participation, is the responsibility of the Participant. Independent financial advice should be sought.
58. The Promoter reserves the right to disqualify all entries from any person who is in breach, or group of persons who are in breach, of these Terms and Conditions or who manipulates, seeks to manipulate or benefits from manipulating, the entry process or the Promotion.
59. The Promoter accepts no responsibility for late, lost or misdirected mail or orders or other communications, including registrations. The Promoter assumes no responsibility for any failure to receive orders or other communications or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the Promotion. If for any reason the Promoter determines in good faith and its sole discretion that this Promotion is not capable of running as planned due to any event beyond the control of the Promoter, which might corrupt the administration, security, integrity or proper conduct of the Promotion or which may change the intended result or prevent or hinder its determination, the Promoter may in its absolute discretion, to the fullest extent permitted by law, modify, suspend, terminate or cancel the Promotion. Further, the Promoter at its sole discretion may recommence this Promotion under the same conditions.
60. The information provided by Participants will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may use any personal information that Participants provide when registering for the Promotion for the purpose of conducting the Promotion and in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose such information to its related bodies corporate, agencies and contractors for those purposes only. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>. To request access to, or to update, personal information the Promoter may hold about students or teachers of Participants, those persons may contact the Promoter.
61. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and no correspondence will be entered into.
62. These conditions are governed by the laws of New South Wales.

Annexure A - Participating Brands

Annexure A will be published prior to 1 May 2019.

Key Dates

Period	Dates
Registration	12.01am AEST 18 March 2019 to 11.59pm AEST 25 June 2019
Promotional	12.01am AEST 1 May 2019 to 11.59pm AEST 25 June 2019
Submission	12.01am AEST 26 June 2019 to 11.59pm AEST 7 July 2019
Redemption	12.01am AEST 8 July 2019 to 11.59pm AEST 21 July 2019
Validation	12.01am AEST 26 June 2019 and 11.59pm AEDT 31 December 2019