

Woolworths Discovery Garden Promotion 2021

1. These terms and conditions provide information regarding the Woolworths Discovery Garden Promotion including how to obtain Seedling Kits from participating stores. These terms and conditions are to be read in conjunction with the Woolworths Online Terms and Conditions. Any person not complying with these Terms and Conditions is ineligible to receive Woolworths Discovery Garden Seedling Kits. Acceptance of Woolworths Discovery Garden Seedling Kits and participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Woolworths Discovery Garden Seedling Kits are for persons aged 5 years and older. Adult supervision is advised for children, particularly aged 3 years and younger, due to the risk of choking. Please refer to safety warnings on the product packaging.

Qualifying Shop

3. Promotion available from 00:01 AEST on Wednesday 10 February 2021 until 23:59 AEDT on Tuesday 16 March 2021, or while stocks last (**Offer Period**). Woolworths reserves the right to change the Offer Period at any time (including, without limitation, extending the Offer Period) in its sole discretion.
4. Woolworths' customers will be eligible to receive one (1) Woolworths Discovery Garden Seedling Kit for every \$AUD30 spent in a single transaction (excluding any money spent on Excluded Purchases) during the Offer Period at Woolworths supermarkets, participating Woolworths Metro stores or Woolworths Online (woolworths.com.au) (**Qualifying Shop**), while stocks last.
5. **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, Crate Service Fees and purchases for non-household consumption over \$1,000 in one transaction or over \$5,000 in transactions across any consecutive seven day period. For online orders, the minimum purchase amount for each Pick up order is \$AUD30.00 and for each Delivery order is \$AUD50.00 excluding the Delivery Fee, Bag Fee and any Crate Service Fee. Qualifying Shop is calculated after all discounts and exclusions have been applied to the order.
6. 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 and Metro outlets are not eligible for the promotion.

Woolworths Discovery Garden Seedling Kits

7. There are twenty-four (24) unique Woolworths Discovery Garden Seedling Kits to collect during the Offer Period, while stocks last. The award of Woolworths Discovery Garden Seedling Kits is: (a) at random; (b) subject to stock availability; and (c) at the sole discretion of Woolworths.
8. In store customers: Woolworths Discovery Garden Seedling Kits will be supplied to the customer at the point of sale in store, while stocks last. App customers: Woolworths Discovery Garden Seedling Kits will be supplied with your order, while stocks last. Online customers: If you are eligible for the offer, you will be supplied with a Woolworths Discovery Garden Seedling Kit with your delivery or pick up unless you opt-out of the offer. You may

opt-out of the offer at any time during the Offer Period by selecting 'no' to the Woolworths Discovery Garden in the order review stage of checkout when making your online purchase.

9. The Promoter may, in its sole and absolute discretion, offer additional methods of collecting Woolworths Discovery Garden Seedling Kits during the Promotion Period. These offers may include the provision of Woolworths Discovery Garden Seedling Kits through Everyday Rewards channels or double Woolworths Discovery Garden Seedling Kits on certain days. If implemented, the Promoter will communicate such offers through electronic direct marketing and/or on its website.
10. If Woolworths forms the view in its sole discretion that a customer has not complied with these Terms and Conditions, Woolworths reserves the right to not provide or withhold Woolworths Discovery Garden Seedling Kits from that customer. Woolworths' or its nominee's decision is final and no correspondence will be entered into.
11. Woolworths Discovery Garden Seedling Kits are not transferable or exchangeable (as between the customer and Woolworths), cannot be redeemed for or substituted with cash, and cannot be used in conjunction with any other discounts or offers.
12. If this promotion is not capable of running as planned for any reason beyond the reasonable control of Woolworths, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, Woolworths reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion. Further, Woolworths may also recommence the promotion on the same terms.

Participating Brands

13. Subject to clause 14, one (1) bonus Woolworths Discovery Garden Seedling Kit (**Bonus Seedling Kit**) will be awarded to customers who make a Qualifying Shop **and** also purchase any product from a Participating Brand in a single transaction at any Woolworths supermarket, participating Woolworths Metro or Woolworths Online during the Promotional Period, while stocks last.
14. Limit applies of three (3) Bonus Seedling Kits per Participating Brand per eligible transaction.
15. The Participating Brands (including any conditions, minimum weight requirements and exclusions) are set out in Annexure A.
16. The Promoter reserves the right, at its discretion, to amend or introduce further participating products or Participating Brands during the Offer Period that will entitle customers to receive Bonus Seedling Kits upon purchase.
17. The Promoter may, in its sole discretion, offer additional methods to collect Woolworths Discovery Garden Seedling Kits. These offers may include the provision of bonus Woolworths Discovery Garden Seedling Kits on certain days, through certain channels such as Everyday Rewards or upon the purchase of certain products. If implemented, the Promoter will communicate such offers through in store marketing and on its website.

General

18. Our 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.
19. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted or modified except to a limited extent. To the extent permitted by law, the promoter excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage except as set out in these Terms and Conditions.
20. If in the conduct of this promotion, Woolworths is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010 (Cth)* or is implied by any other Commonwealth, State or Territory law that cannot be excluded, Woolworths' liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit provided.
21. Woolworths 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)*.
22. To the extent that Woolworths is collecting or accessing any personal information as part of this promotion, Woolworths may use such information including personal information that a cardholder of a registered Woolworths Everyday Rewards card (**Cardholder**) has provided to it for the purpose of running the promotion, and also in advertisements, publications, media statements and other promotional material associated with this promotion. Woolworths may disclose the information for those purposes to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) which the promoter engages for that purpose. Woolworths is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of Woolworths' 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 holds about them, Cardholders can contact the promoter in writing at privacy@woolworths.com.au.
23. The Woolworths Discovery Garden Seedling Kits may not, without the prior consent of Woolworths, be resold or offered for resale (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Woolworths Discovery Garden Seedling Kit or related element of it is sold or used in breach of this condition, Woolworths may, at their absolute discretion, withdraw the Woolworths Discovery Garden Seedling Kit. Where a Woolworths Discovery Garden Seedling Kit has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
24. As a condition of accepting any Woolworths Discovery Garden Seedling Kit and participating

in the promotion on behalf of a recipient or customer under the age of 18 years old, the recipient's or customer's parent or guardian accepts these Terms and Conditions.

25. Woolworths may vary these terms and conditions at any time during the Offer Period without notice. Woolworths reserves the right to extend, suspend, modify, amend, terminate or withdraw the promotion at any time in its sole discretion.
26. These terms and conditions are governed by the laws of New South Wales.
27. The Promoter is Woolworths Group Limited, ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista, 2153 (Woolworths).

Annexure A - Participating Brands

The following products are Participating Brand products for the purposes of this Promotion, subject to any exclusions outlined below.

Dove	Whole Earth	Macro Free Range Chicken Bulk Thigh Fillet Rw
Belvita	Jordans	Macro Free Range Chicken Boomerang Wings R/W
Bonds	Cenovis	Macro Org Natural Corn Chips 200g
Energizer	Sabco	Macro Org Bbq Corn Chips 200g
Nescafe	Yates	Macro Org Corn Chips cheese 200g
Wonder White	Fairy	Macro C/Pea C/Chips Spicy Tom Salsa 175G
Vegemite	Curash	Macro Free Range Chicken Split Lemon Herb & Garlic RW
Capilano	Dynamo	Macro F/Range Chicken PrtnsPortuguese RW
D'Orsogna, subject to the Exclusions below	Pampas	Macro Tofu 450g
Nice & Natural	Glen 20	Macro Silken Tofu 300g
Flora	Garnier	Macro Classic Tofu Regular 300g
Colgate	Yumi's	Macro Classic Tofu Regular 500g
Macro Free Range Chicken Breast Fillet Sml Raw	Macro F/Range Chicken Wing Nibbles RW	Macro Free Range Chicken Bulk Breast Fillet Raw
Macro Free Range Chicken Whole Raw	Macro F/Range Chicken Tenderloins RW	Macro F/Range Chicken Lovely Legs Raw
Macro Free Range Stir fry 500G	Macro Chicken Mince 500g	Macro Free Range Chicken Bulk Drumsticks Rw
Macro Lentil C/ChipsTzatziki 175G	Macro Lentil Bites Pumped Pumpkin 108g	Macro Lentil Bites Buzzin Beetroot 108g
Macro Miso &MushroomKale Corn Chips 175g	Macro Honey Soy Tofu 200g	Macro Sriracha & Harissa Chips 175g
Macro Hemp Blue CornChips L/Salted 125g	Macro Satay Tofu 200g	Macro Lentil Bites Cruzin Carrot 108g
Macro Noodles CheekyChicken 6pk 132g	Macro Hemp Corn Chips Jalapeno 125g	Macro Noodles Tangy BBQ 6pk 132g
Macro Hemp Corn ChipKale &		

Wasabi 125g		
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Exclusions:

D'Orsogna products that are loose and not prepackaged and weigh less than 200 grams in a single transaction.	Macro food or beverage items not listed above	
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