

Woolworths Bricks Promotion

While all of our terms and conditions are important (and we recommend you read them all), we would like to draw your particular attention to the following terms and conditions:

1. **Personal Information:** We may share your personal information with other third party service providers (such as direct mail houses). We may also share your personal information with other companies within the Woolworths Group
2. **Limitation on our Liability:** While we will remain liable to you for any breach of the Australian Consumer Law, we are not liable to you for any loss, damage, costs or liability that you may suffer or incur, arising from, or in connection to, your participation in the Woolworths Bricks promotion.
3. These terms and conditions provide information regarding the Woolworths Bricks Promotion including how to obtain Woolworths Bricks 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 the Woolworths Bricks. Acceptance of Woolworths Bricks and participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Woolworths Bricks 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.
5. Promotion runs in Australia (excluding NSW and the ACT) from 00:01 AEST on 8 September 2021 until 23:59 AEDT on 19 October, 2021, or while stocks of Woolworths Bricks last (**Offer Period**).
6. Woolworths reserves the right to change the Offer Period in any State or Territory at any time (including, without limitation, extending or bringing forward the Offer Period) in its sole discretion.

Qualifying Shop

7. Woolworths customers will be eligible to receive one (1) Woolworths Bricks pack with every \$AUD30 spent in a single transaction (excluding any money spent on Excluded Purchases) during the Offer Period at Woolworths supermarkets, Woolworths Metro stores, Woolworths Online (woolworths.com.au) (**Qualifying Shop**). Ampol Woolworths Metro are excluded from the Woolworths Bricks promotion.
8. For the avoidance of doubt, orders placed prior to the Offer Period with a delivery or pick up scheduled during the Offer Period, as well as bulk orders, are not eligible for this promotion.

Excluded Purchases means smoking/tobacco products and accessories, alcohol, mobile recharge, Woolworths Insurance, 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.

Purchases made at other Woolworths Group outlets (including but not limited to BIG W

outlets, Woolworths MetroGo and Ampol Woolworths Metro outlets are not eligible for the promotion.

Participating Brands

9. Subject to clause 8, one (1) bonus Woolworths Bricks pack 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, Woolworths Metro or Woolworths Online during the Offer Period, while stocks last. *For example, if an entrant spends \$AUD30 in a single transaction which includes three (3) products from a Participating Brand during the Offer Period, that entrant will receive four (4) Woolworths Bricks packs in total.*
10. Limit of three (3) bonus Woolworths Bricks packs per Participating Brand per eligible transaction applies.
11. The Participating Brands (including any conditions and minimum weight requirements) are set out in Annexure A.
12. 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 Woolworths Bricks packs upon purchase.
13. The Promoter may, in its sole discretion, offer additional methods to collect Woolworths Bricks. These offers may include the provision of bonus Woolworths Bricks 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.

Woolworths Bricks

14. There are forty (40) unique Woolworths Bricks to collect during the Offer Period, while stocks last. In addition, there is one (1) rare Woolworths Bricks pack to collect during the Offer Period, while stocks last. The award of Woolworths Bricks is: (a) at random; (b) subject to stock availability; and (c) at the sole discretion of Woolworths.
15. During the Offer Period, Woolworths will be selling Starter Kits (Deluxe and Basic) to support the Woolworths Bricks promotion. For the avoidance of doubt, these Deluxe and Basic Starter Kits are sold separately while stocks last and do not form part of the Woolworths Bricks promotion.
16. **In store customers:** Woolworths Bricks will be supplied to the customer at the point of purchase in store (excluding NSW and the ACT) while stocks last. **Pick Up customers:** Woolworths Bricks will be supplied with your relevant order (excluding in NSW and the ACT) while stocks last. **Delivery customers:** If you are eligible for the offer, you will be supplied with a Woolworths Bricks pack with your delivery (provided the fulfillment store is not based in NSW or the ACT) unless you opt-out of the offer, while stocks last. You may opt-out of the offer at any time during the Offer Period by selecting 'no' to the Woolworths Bricks promotion in the order review stage of checkout when making your online purchase.
17. 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 Bricks from that customer. Woolworths' or its nominee's decision is final and no correspondence will be entered into.
18. Woolworths Bricks 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.
19. If this promotion is not capable of running as planned for any reason beyond the reasonable control of Woolworths, including but not limited to, pandemic, epidemic, 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 in its sole discretion.

General

20. 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.
21. 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.
22. 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.
23. 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)*.
24. Woolworths Bricks 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 Woolworths Bricks or a related element of it is sold or used in breach of this condition, Woolworths may, at their absolute discretion, withdraw the Woolworths Bricks. Where Woolworths Bricks have been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
25. 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 Everyday Rewards card (**Cardholder**) has provided to it for the purpose of running the 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.
26. As a condition of accepting Woolworths Bricks 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.
27. Woolworths may vary these terms and conditions at any time during the Offer Period without notice, including in response to the COVID-19 pandemic. Woolworths reserves the right to extend, suspend, modify, amend, terminate or withdraw the promotion at any time in its sole discretion. Please ensure that you regularly check these Terms and Conditions for any variations.
28. Failure by Woolworths to enforce these terms and conditions immediately will not be considered a waiver of Woolworths' right to take such enforcement action.
29. These terms and conditions are governed by the laws of New South Wales.

30. 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 the exclusions outlined below.

Participating Brands	Conditions
Mount Franklin	
Moccona	
Carman's	
Twinings	
Energizer	
Finish	
Cold Power	
Purina Dentalife	
Purina Total Care	
Sorbent	
Gillette	
Head & Shoulders	
Huggies	
Colgate	
Tip Top	
McCain	
Inghams	
D'Orsogna	D'Orsogna products that are loose and not prepackaged (such as individual Tasty Sticks or sliced ham off the bone) are subject to a minimum 200 gram purchase in a single transaction in order to be eligible as a Participating Brand product.

The following products are also Participating Brand products for the purposes of this Promotion.

Additional Participating Brand Products	
Purina Pixar Dog Collar Small	Purina Pixar Mike Wazowski Dog Toy
Purina Pixar Dog Collar Medium	Purina Pixar Alien Dog Toy
Purina Pixar Dog Collar Large	Purina Pixar Sulley Plush Dog Toy
Purina Pixar Dog Lead 120cm	Purina Pixar Buzz Dog Toy

Purina Pixar Dory Cat Toy	
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