

Terms and Conditions - Fix-Ems 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 with, your participation in the Fix-Ems Promotion.
3. These terms and conditions provide information regarding the Fix-Ems Promotion including how to obtain Fix-Ems 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 Fix-Ems. Acceptance of Fix-Ems and participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Fix-Ems 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 dates:**
 - a. Promotion runs in Australia from 00:01 AEST on 6 July 2022 until 23:59 AEDT on 9 August, 2022, or while stocks of Fix-Ems last (**Offer Period**).
 - b. 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

6. Woolworths customers will be eligible to receive one (1) Fix-Em with every \$AUD30 spent in a single transaction (excluding any money spent on Excluded Purchases) during the Offer Period at Woolworths supermarkets or Woolworths Metro stores (**Qualifying Shop**). 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 Fix-Ems Promotion. Purchases on Everyday Market from Woolworths are also not eligible for the Fix-Ems Promotion.
Qualifying Shop is calculated after all discounts and exclusions have been applied to the order.
Excluded Purchases means purchases on smoking/tobacco products and accessories, alcohol, Woolworths Mobile (including 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.
7. For online orders (at woolworths.com.au, excluding Everyday Market purchases), the minimum purchase amount for each pick up order is \$AUD30 and for each Delivery order is \$AUD50 (in each case excluding any Bag Fee, Crate Service Fee and/or Delivery Fee). However customers will still receive one (1) Fix-Em per \$30 spent in a single online transaction (excluding Excluded Purchases), as set out above. For example, if a customer makes a single online Delivery order to the value of \$60 (excluding Excluded Purchases), the customer will receive two (2) Fix-Ems.

For the avoidance of doubt, orders placed prior to the Offer Period with a pick up or delivery scheduled during the Offer Period, as well as bulk orders, are not eligible for this promotion.

Participating Brands

8. Subject to clauses 6 and 7, one (1) bonus Fix-Em will be awarded to customers who make a Qualifying Shop **and** also purchase products from a Participating Brand in the quantity advertised as required to obtain a bonus Fix-Em, in a single transaction at any Woolworths supermarket, Woolworths Metro or Woolworths Online during the Offer Period, while stocks last.
 - a. *For example, if a customer spends during the Offer Period \$AUD30 in a single transaction which includes three (3) products from a Participating Brand, where each product is advertised as being eligible for one (1) bonus Fix-Em, that customer will receive four (4) Fix-Ems (including three bonus Fix-Ems) in total.*
 - b. *Alternatively, if a customer spends during the Offer Period \$AUD30 in a single transaction which includes two (2) products from a Participating Brand, where Woolworths advertises that the purchase of two (2) such products is required for one (1) bonus Fix-Em, that customer will receive two (2) Fix-Ems (including one bonus Fix-Em) in total.*
9. There is a limit of three (3) bonus Fix-Ems per Participating Brand per eligible transaction.
10. The Participating Brands (including any conditions and minimum weight requirements) are set out in Annexure A.
11. 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 Fix-Ems upon purchase.
12. The Promoter may, in its sole discretion, offer additional methods to collect Fix-Ems. These offers may include the provision of bonus Fix-Ems 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.

Fix-Ems

13. There are thirty-six (36) unique Fix-Ems to collect during the Offer Period, while stocks last. In addition, there is one (1) rare Fix-Em to collect during the Offer Period, while stocks last. The award of Fix-Ems is: (a) at random; (b) subject to stock availability; and (c) at the sole discretion of Woolworths.
14. In store customers: Fix-Ems will be supplied to eligible customers at the point of purchase in store while stocks last. Pick Up customers: Fix-Ems will be supplied with eligible orders while stocks last. Delivery customers: Fix-Ems will be supplied with eligible deliveries, while stocks last, unless customers opt out of the offer. A customer may opt out of the offer at any time during the Offer Period by selecting 'no' to the Fix-Ems promotion in the order review stage of checkout, when making an online purchase.
15. If Woolworths forms the view in its sole discretion that a customer has not complied with these Terms and Conditions, Woolworths reserves the right not to provide or to withhold Fix-Ems from that customer. Woolworths' or its nominee's decision is final and no correspondence will be entered into.
16. Fix-Ems 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.
17. 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

18. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. For a major failure to meet a consumer guarantee, you are entitled to a replacement or refund and you may also be entitled to compensation for reasonably foreseeable loss or damage. For a failure that does not amount to a major failure, you are entitled to a refund or to have the goods repaired or replaced.
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, and The Walt Disney Company and its affiliates, 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. Fix-Ems 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 Fix-Ems or a related element of them are sold or used in breach of this condition, Woolworths may, at its absolute discretion, withdraw the Fix-Ems or related elements. Following any withdrawal in accordance with this clause, no refund, substitute or compensation will be offered.
23. For the purpose of including customers' participation in this promotion, Woolworths will collect or access information including personal information such as name and contact details 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 this purpose 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 will not be able to include your participation if you do not share your personal information. 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 or to make a complaint about a breach of the Privacy Act, Cardholders can contact the Promoter at privacy@woolworths.com.au or by telephone on 1300 908 631.
24. As a condition of accepting Fix-Ems 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, 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.

26. Failure by Woolworths to enforce these terms and conditions immediately will not be considered a waiver of Woolworths' right to take such enforcement action.
27. These terms and conditions are governed by the laws of New South Wales.
28. 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 conditions outlined.

| Participating Brands | Conditions (while stocks last) |
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| Finish | One (1) bonus Fix-Em for any one (1) Finish branded product purchased in a Qualifying Shop. |
| Gillette | One (1) bonus Fix-Em for any one (1) Gillette branded product purchased in a Qualifying Shop. |
| Pantene | One (1) bonus Fix-Em for any one (1) Pantene branded product purchased in a Qualifying Shop. |
| Head and Shoulders | One (1) bonus Fix-Em for any one (1) Head and Shoulders branded product purchased in a Qualifying Shop. |
| Oral B | One (1) bonus Fix-Em for any one (1) Oral B branded product purchased in a Qualifying Shop. |
| Dettol | One (1) bonus Fix-Em for any one (1) Dettol branded product purchased in a Qualifying Shop. |
| Nivea | One (1) bonus Fix-Em for any one (1) Nivea branded product purchased in a Qualifying Shop. |
| Nescafe | One (1) bonus Fix-Em for any one (1) Nescafe branded product purchased in a Qualifying Shop. |
| Danone | One (1) bonus Fix-Em for any one (1) Danone branded product purchased in a Qualifying Shop. |
| Masterfoods | One (1) bonus Fix-Em for any one (1) Masterfoods branded product purchased in a Qualifying Shop. |
| Uncle Toby's | One (1) bonus Fix-Em for any one (1) Uncle Toby's branded product purchased in a Qualifying Shop. |
| McCain | One (1) bonus Fix-Em for any one (1) McCain branded product purchased in a Qualifying Shop. |
| Purina Total Care & Friskies | One (1) bonus Fix-Em for any one (1) Purina Total Care or Purina Friskies branded product (including any such product co-branded with Pixar or Disney) purchased in a Qualifying Shop. |
| Huggies | One (1) bonus Fix-Em for any one (1) Huggies branded product purchased in a Qualifying Shop. |
| Swisse | One (1) bonus Fix-Em for any one (1) Swisse branded product purchased in a Qualifying Shop. |
| Energizer | One (1) bonus Fix-Em for any one (1) Energizer branded product purchased in a Qualifying Shop. |
| Tip Top | One (1) bonus Fix-Em for any one (1) Tip Top branded product purchased in a Qualifying Shop. |
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| Bega chilled cheese | One (1) bonus Fix-Em for any one (1) Bega branded chilled cheese product purchased in a Qualifying Shop (i.e. any product within the chilled Bega range of grated cheese, shredded cheese, cheese slices, block cheese, Stringers and cheese sticks). |
| Omo | One (1) bonus Fix-Em for any one (1) Omo branded product purchased in a Qualifying Shop. |
| D'Orsogna | One (1) bonus Fix-Em will be provided for any one (1) D'Orsogna branded product (with weight exceeding 200 grams where the product is loose) purchased in a Qualifying Shop. 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. |
| Pauls | One (1) bonus Fix-Em for any two (2) Pauls branded products purchased in a Qualifying Shop. |