



Terms & Conditions

Woolworths Lion King Ooshies™ Promotion (Last updated: 19th July 2019)

The Lion King Ooshies at Woolworths Promotion

1. These terms and conditions provide information regarding the The Lion King Ooshies at Woolworths Promotion including how to obtain The Lion King Ooshies 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 Lion King Ooshies. Acceptance of The Lion King Ooshies and participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Lion King Ooshies 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.
3. Promotion runs from 00:01 AEST on 17 July 2019 until 23:59 AEST on 13 August 2019, or while stocks of The Lion King Ooshies 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.

Qualifying Shop

4. Woolworths' customers will be eligible to receive one (1) The Lion King Ooshie with every \$AUD30 spent in a single transaction (excluding any money spent on Excluded Purchases) during the Offer Period at participating Woolworths supermarkets, Woolworths Metro or Woolworths Online (woolworths.com.au) (**Qualifying Shop**).

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 Shop is calculated after all discounts and exclusions have been applied to the order.

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) or Caltex/Woolworths co-branded fuel outlets are not eligible for the promotion.

Participating Brands

5. One (1) bonus The Lion King Ooshie (**Bonus Ooshie**) will be awarded to customers who make a Qualifying Shop **and** also purchase any product from a Participating Brand at any Woolworths supermarket, Woolworths Metro or Woolworths Online during the Promotional Period, while stocks last.
6. Subject to clause 7, if more than one Participating Brand product is purchased in a Qualifying Shop, customers will be entitled to one (1) Bonus Ooshie for each Participating Brand product purchased. *For example, if a customer spends \$30 in a single transaction which includes three (3) products from a particular Participating Brand during the Promotional Period, that customer will receive four (4) Ooshies.*
7. In store customers: Limit applies of five (5) Bonus Ooshies per Participating Brand per eligible in-store transaction. Online customers: Limit applies of five (5) Bonus Ooshies per variant per Participating Brand per eligible online transaction.
8. The Participating Brands (including any minimum weight requirements) are set out in Annexure A.
9. The Promoter reserves the right, at its discretion, to introduce further Participating Brands during the Offer Period that will entitle customers to receive bonus The Lion King Ooshies upon purchase.
10. The Promoter may, in its sole discretion, offer additional methods to collect The Lion King Ooshies. If implemented, the Promoter will communicate such offers through in store marketing and on its website.

The Lion King Ooshies

11. There are twenty-four (24) unique The Lion King Ooshies (RRP \$3 each) to collect during the Offer Period, while stocks last. The award of The Lion King Ooshies is: (a) at random; (b) subject to stock availability; and (c) at the sole discretion of Woolworths.
12. **In store customers:** The Lion King Ooshies will be supplied to the customer at the point of sale in store.
Pick up customers: The Lion King Ooshies will be supplied with your relevant order.
Delivery customers: If you are eligible for the offer, you will be supplied with a The Lion King Ooshie with your delivery 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 The Lion King Ooshies promotion in the order review stage of checkout when making your online purchase.



13. 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 The Lion King Ooshies from that customer. Woolworths' or its nominee's decision is final and no correspondence will be entered into.
14. The Lion King Ooshies 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.
15. 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.

Swap Day

16. A Swap Day may be held in participating Woolworths supermarkets and at a date and time to be decided in the Promoter's sole discretion. The Swap Day is to provide a forum for customers to trade their The Lion King Ooshies with other customers in order to help customers collect all 24 unique The Lion King Ooshies.
17. Attendees and participants in a Swap Day shall be solely responsible for their actions in relation to the Swap Day. To the extent permitted by law, the Promoter shall not be responsible for any damages, loss, claims, expense, illness or death, or any other liability arising from or in connection to a person's attendance at or participation in a Swap Day.
18. Without limiting these Terms and Conditions, the Promoter, in its sole discretion, may have attendees removed from its premises who act in a manner that is offensive, unlawful, obscene, threatening, harassing or otherwise any other inappropriate manner and reserves the right to withhold The Lion King Ooshies from that customer and/or prevent them from attending any other Swap Day.
19. All children under the age of 14 must be accompanied by an adult in order to participate in a Swap Day.

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. 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 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.



25. The Lion King Ooshies 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 The Lion King Ooshies or a related element of it is sold or used in breach of this condition, Woolworths may, at their absolute discretion, withdraw the The Lion King Ooshie. Where The Lion King Ooshies have been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
26. As a condition of accepting any The Lion King Ooshies 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. 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. These terms and conditions are governed by the laws of New South Wales.
29. The Promoter is Woolworths Group Limited, ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista, NSW 2153 (Woolworths).

Annexure A – Participating Brands

Participating Brands	Conditions
Finish	
Cold Power	
Dettol	
Pantene	
Oral B	
Gillette	
Danone	
Birds Eye	
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 100 gram purchase in a single transaction in order to be eligible as a Participating Brand product.
Purina ONE	
Purina BEYOND	
Arnold's Farm	