

Woolworths Bricks Home Promotion at FreshChoice - Terms and Conditions

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 term:

Limitation on our Liability: While we will remain liable to you for any breach of the Consumer Guarantees Act 1993 (in particular any failure to meet consumer guarantees), we are not otherwise 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 Woolworths Bricks Home promotion at FreshChoice.

1. These terms and conditions provide information regarding the Woolworths Bricks Home promotion (**Promotion**) available at FreshChoice supermarkets, including how to obtain Woolworths Bricks Home packs (**Bricks Packs**) from FreshChoice stores. These terms and conditions are to be read in conjunction with each individual FreshChoice store's online shopping terms and conditions. Acceptance of Bricks Packs and participation in this Promotion is deemed to be acceptance of these terms and conditions.
These terms and conditions do not apply to the Woolworths Bricks Home promotion held at Woolworths supermarkets, Metro stores and on the MILKRUN website. The specific terms and conditions for the Woolworths Bricks Home promotion offered at Woolworths supermarkets, Metro stores and on the MILKRUN website are available [here](#).
2. The promoter of this Promotion is Wholesale Distributors Limited (NZBN 9429038974977) of 80 Favona Rd, Mangere, 2024, New Zealand, and its franchised supermarkets trading under the FreshChoice banner (together referred to as "**FreshChoice**").
3. Bricks Packs 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.
4. Promotion dates:
 - a. The Promotion runs from 00:01 on **28 January 2026** until 23:59 on **15 March 2026**, or while stocks of Bricks Packs last (**Offer Period**).
 - b. FreshChoice reserves the right to change the Offer Period at any time (including, without limitation, extending or bringing forward the Offer Period) in its sole discretion.

Qualifying Shop

5. FreshChoice customers will be eligible to receive one (1) Bricks Pack with every \$30 spent in a single transaction (excluding any money spent on Excluded Purchases, as defined below) during the Offer Period, in-store or online at any FreshChoice supermarket (**Qualifying Shop**), while stocks last, and up to a maximum of **20 Bricks Packs** per transaction. Purchases made at other supermarkets such as SuperValue are not eligible for the Promotion. A Qualifying Shop is calculated after all discounts and exclusions have been applied to the purchase or order.
'Excluded Purchases' means purchases from FreshChoice stores made via rideshare proprietary Apps (such as, but not limited to, Uber Eat, Door Dash or Delivereasy), purchases made at SuperValue stores, purchases of smoking and vaping products, gift cards (including FreshChoice gift cards, e-gift cards and iTunes), Christmas Saver Plan, recharges (mobile phones, calling cards, internet), cash outs, donations, Rug Doctor, lottery products, in-store made coffee and other related cafe products, charity donations at checkout, delivery fees, subscription fees and bag fees, and bulk orders (purchases in excess of \$900 in one transaction or \$5,000 in multiple transactions across any consecutive seven day period).
6. Online orders (delivery and click & collect orders) *placed during* the Offer Period are eligible for the Promotion. For the avoidance of doubt, online orders placed prior to the Offer Period with a pick up or delivery scheduled during the Offer Period are not eligible for the Promotion.

7. **Online orders (delivery and click & collect orders)** - Online customers are automatically opted into the Promotion. **To opt out**, they must **insert a note** (e.g. "No Bricks Packs, please") **in the Notes field** on the checkout page before completing their online order.

Bonus Bricks Packs - Limited time offers at FreshChoice

8. FreshChoice may, in its sole discretion, offer additional methods to collect Bricks Packs (**Limited-Time Offers**) for a short period (**Limited-Time Offer Period**) within the Offer Period. These Limited-Time Offers may include the provision of Bonus Bricks Packs on certain days, through certain channels such as Everyday Rewards, or upon the purchase of certain products. For example, at certain times (e.g. for a given weekend), FreshChoice customers may be awarded two Bricks Packs with every \$30 they spend in a single transaction at FreshChoice. If such Limited-Time Offers are implemented, FreshChoice will communicate them for instance in-store and/or online and/or by email.
9. Online orders (delivery and click & collect orders) *placed during* the Limited-Time Offer Period are eligible for the Limited-Time Offer. For the avoidance of doubt, online orders placed prior to the Limited-Time Offer Period with a pick up or delivery scheduled during the Limited-Time Offer Period are not eligible for the Limited-Time Offer.

Woolworths Bricks Home

10. During the Offer Period, and as part of the Promotion, there are:
 - a. Forty (40) unique Woolworths Bricks Packs to collect, while stocks last; and
 - b. One (1) rare FreshChoice brick (or "golden brick") to collect, while stocks last (quantity: 50). Everyday Rewards members who collect a rare FreshChoice brick will be eligible to collect 4,000 bonus Everyday Rewards points ([terms and conditions](#) apply).
11. The award of Bricks Packs is: (a) at random; (b) subject to stock availability; and (c) at the sole discretion of FreshChoice.
12. During the Offer Period, there are also the following Woolworths Bricks Home Merchandise Packs available for purchase from FreshChoice, while stocks last. For the avoidance of doubt, the Woolworths Bricks Home Merchandise Packs are sold separately, and do not form part of the Promotion:
 - a. Woolworths Bricks Home Starter Pack
 - b. Woolworths Bricks Home Dining Room Pack
 - c. Woolworths Bricks Home Living Room Pack
 - d. Woolworths Bricks Home Garden and Outdoor Pack
 - e. Woolworths Bricks Home Animals Pack
 - f. Woolworths Bricks Home Family Car Pack.
13. In store customers: Bricks Packs will be supplied to eligible customers at the point of purchase in store, while stocks last.
14. Pick Up customers: Bricks Packs will be supplied, while stocks last, with eligible orders to any customer who has not opted out at checkout, as detailed in clause 7 above.
Delivery customers: Bricks Packs will be supplied, while stocks last, with eligible deliveries to any customer who has not opted out at checkout, as detailed in clause 7 above.
15. If FreshChoice forms the view in its sole discretion that a customer has not complied with these terms and conditions, or has behaved in a fraudulent or dishonest manner, FreshChoice reserves the right to not to provide or to withhold Bricks Packs from that customer. FreshChoice or its nominee's decision is final and no discussions or correspondence will be entered into.
16. Bricks Packs are not exchangeable (as between the customer and FreshChoice), cannot be redeemed for or substituted with cash.
17. If this Promotion is not capable of running as planned for any reason beyond the reasonable control of FreshChoice, 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, FreshChoice reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion. Further, FreshChoice may also recommence the Promotion on the same terms in its sole discretion.

General

18. FreshChoice's customers have consumer rights under statute including under the *Consumer Guarantees Act 1993 (Non-Excludable Guarantees)*, which may be relevant to any issue or problem they encounter in relation to this Promotion and cannot be excluded or restricted. Nothing in these terms and conditions excludes or restricts those rights.
19. To the extent permitted by law, FreshChoice excludes all other 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. Except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, neither FreshChoice nor the Woolworths New Zealand Group or its related companies, will 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.
21. Bricks Packs may not, without the prior consent of FreshChoice or the Woolworths New Zealand Group, 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 Bricks Pack or a related element is sold or used in breach of this paragraph, FreshChoice or the Woolworths New Zealand Group may, in their absolute discretion, withdraw the Bricks Packs or related element. Following any withdrawal in accordance with this clause, no refund, substitute or compensation will be offered.
22. FreshChoice may collect or access information including personal information such as name and contact details that a customer has provided, pursuant to FreshChoice's privacy policy (**Privacy Policy**). FreshChoice is bound by the privacy principles contained in the Privacy Act 2020 (**Privacy Act**) and the Privacy Policy, which can be viewed at <https://www.freshchoice.co.nz/privacy-policy/>. FreshChoice's customers have the right to access their personal information pursuant to the Privacy Act, and can do so via one of the methods set out in the Privacy Policy.
23. As a condition of accepting Bricks Packs and participating in the Promotion on behalf of a recipient or customer under the age of 18 years old, the recipient or customer's parent or guardian accepts these terms and conditions.
24. FreshChoice may vary these terms and conditions at any time during the Offer Period without notice. FreshChoice reserves the right to extend, suspend, modify, amend, terminate or withdraw the Promotion at any time in its sole discretion. Customers should ensure that they regularly check these terms and conditions for any variations.
25. Failure by FreshChoice to enforce these terms and conditions immediately will not be considered a waiver of FreshChoice' right to take such enforcement action.
26. These terms and conditions are governed by the laws of New Zealand.