

FreshChoice Disney OOSHIES™ Platinum Buzz Lightyear Giveaway - 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 Disney OOSHIES™ Buzz Lightyear promotion. Participation in this Promotion is deemed to be acceptance of these terms and conditions.

Promotion Period

1. This Promotion commences Monday 24 August , 12:01 am and closes Sunday, 30 August 2026 11:59pm ("**Promotion Period**").

Method of entry:

2. During the Promotion Period, customers can participate in the Platinum Buzz Lightyear OOSHIE promotion by boosting the offer via the Everyday Rewards website or mobile app and making a Qualifying Shop (as defined in paragraph 5 below).

What are Boost offers?

3. Boosts are communicated to the Everyday Rewards Members via email and/or via the Everyday Rewards website or mobile app. Each personalised Boost must be within an Everyday Rewards Member account to be redeemed by the Everyday Rewards Member.
4. For this FreshChoice Boost, when the Everyday Rewards Member hits the "Boost button" to activate the 'FreshChoice 'Exclusive Buzz" offer, they receive 1 (one) entry into the draw for every Qualifying Shop during the Promotion Period (as defined below).

Qualifying Shop

5. FreshChoice customers will receive one (1) entry into the draw with an eligible transaction over \$30 (excluding any money spent on Excluded Purchases, as

defined below) during the Promotion Period at FreshChoice, in store or online, ("**Qualifying Shop**"). Purchases made at SuperValue or via a delivery service (eg Uber Eats, DoorDash and Deliveroo) are not eligible for the Promotion.

6. A Qualifying Shop is calculated after all discounts and exclusions have been applied to the purchase or order. "Excluded Purchases" means purchases of tobacco products, smoking accessories, recharges (mobile phones, calling cards, internet), lottery products, Christmas Club vouchers, gift vouchers and gift cards, Rug Doctor equipment hire, cash-outs, donations, expenditure on pick-up fees and delivery fees, bag fees, and bulk orders (purchases in excess of \$1,000 in one transaction or \$5,000 in multiple transactions across any consecutive seven day period).
7. Online orders (delivery and collect orders) *placed* during the Promotion Period are eligible for the Promotion. For the avoidance of doubt, online orders placed prior to the Promotion Period with a pick up or delivery scheduled during the Promotion Period are not eligible for the Promotion.

Entry without Everyday Rewards Card

8. No retrospective entries can be given should a customer fail to use their Everyday Rewards card at the point of purchase or fail to boost the offer before their purchase.

Prize: Exclusive Buzz Lightyear Disney OOSHIE

9. During the Promotion Period, and as part of the Promotion, there are one hundred (100) Platinum Buzz Lightyear Disney OOSHIES™ to be won.

Privacy and Data Management

10. FreshChoice may collect or access information including personal information such as name and contact details that an Everyday Rewards member 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 its Privacy Policy, which can be viewed at 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.
11. The entry information is collected by FreshChoice purely for the purpose of establishing qualifying entries into the draw.

12. Once the competition is completed and all prizes have been allocated to winning customers, all records pertaining to the prize draw will be destroyed.

Winner(s)

13. FreshChoice will contact the winners by email using the details listed on the Everyday Rewards account. Winners will need to provide a delivery address for the FreshChoice team to send out the prize via courier.
14. Prizes will be sent via courier within 7 working days of a customer providing their delivery details.
15. It is up to each customer to ensure that their relevant details in the Everyday Rewards account are correct. Details can be updated by visiting www.everydayrewards.co.nz

Prize Draw

16. Prize winners will be drawn on Monday 7th September.
17. Winners will be notified by email within 72 hours of the prize draw via email.
18. There are 100 prizes in total to be won.

Fraudulent or dishonest entries

19. FreshChoice reserves the right to verify the validity of all entries into the draw that might be the result of fraudulent use of an Everyday Rewards card, therefore reserve the right to:
 - A. disqualify any customer; or
 - B. refuse to award a prize; or
 - C. suspend or delete Everyday Rewards balances, where false or misleading details have been given by a customer, or a customer has behaved in a fraudulent or dishonest manner.

General

20. FreshChoice 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.
21. 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.

22. 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, none of FreshChoice and its related companies, or The Walt Disney Company and its affiliates and subsidiaries, 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.
23. Disney OOSHIES™ may not, without the prior consent 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 Disney OOSHIE is sold or used in breach of this paragraph, FreshChoice may, in its absolute discretion, withdraw the Disney OOSHIE. Following any withdrawal in accordance with this clause, no refund, substitute or compensation will be offered.
24. As a condition of 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. FreshChoice may vary these terms and conditions at any time during the Promotion 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.
26. Failure by FreshChoice to enforce these terms and conditions immediately will not be considered a waiver of FreshChoice's right to take such enforcement action.
27. These terms and conditions are governed by the laws of New Zealand.
28. The promoter is Woolworths New Zealand Limited (NZBN 9429040683379) of 80 Favona Rd, Mangere 2024, New Zealand. The Walt Disney Company and its affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Promotion.