

FreshChoice - Disney OOSHIES™ Promotion - 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™ promotion.

1. These terms and conditions provide information regarding the Disney OOSHIES™ promotion (**Promotion**) available at FreshChoice supermarkets, including how to obtain Disney OOSHIES™ packs (**OOSHIES™**) 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 OOSHIES™ and participation in this Promotion is deemed to be acceptance of these terms and conditions.
These terms and conditions do not apply to the Disney OOSHIES™ promotion held at Woolworths supermarkets, Metro stores and on the MILKRUN website. The specific terms and conditions for the Disney OOSHIES™ 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, and its franchised supermarkets trading under the FreshChoice banner (together referred to as "**FreshChoice**").
3. OOSHIES™ are suitable for ages 5 years and older. Adult supervision is recommended, especially for children aged 3 years and younger, due to choking risks. Please refer to safety warnings on the product packaging.
4. Promotion dates:
 - a. The Promotion runs from 00:01 on **13 July 2026** until 23:59 on **23 August 2026**, or while stocks of OOSHIES™ 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) OOSHIE 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** OOSHIES™ per transaction. Purchases made at 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 Deliveroo), 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 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-and-collect orders)** - Online customers are automatically opted into the Promotion. **To opt out**, they must hit the 'opt out' button at the order review

stage before completing their purchase.

Bonus OOSHIES™ - Limited time offers at FreshChoice

8. FreshChoice may, in its sole discretion, offer additional methods to collect OOSHIES™ (“**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 OOSHIES™ on certain days, through certain channels such as Everyday Rewards, or upon the purchase of certain products (**Bonus OOSHIES™**). For example, at certain times (e.g. for a given weekend) Everyday Rewards members may be awarded two OOSHIES™, including one Bonus OOSHIES, with every \$30 they spend in a single transaction at FreshChoice (excluding any money spent on Excluded Purchases). If such Limited-Time Offers are implemented, FreshChoice will communicate them, for instance through the Everyday Rewards app, in-store and/or online. Online orders (delivery and 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.

Disney Ooshies

9. During the Offer Period, and as part of the Promotion, there are:
 - a. Forty (40) unique OOSHIES™ to collect, while stocks last; and
 - b. One (1) rare OOSHIE to collect, while stocks last (quantity: 25 to be found at FreshChoice supermarkets).The award of OOSHIES™ is: (a) at random; (b) subject to stock availability; and (c) at the sole discretion of Woolworths.
10. During the Offer Period, a collector case is available for purchase, subject to stock availability. The collector case includes a game board and two (2) exclusive ‘glow in the dark’ OOSHIES™. For the avoidance of doubt, the collector case is sold separately, while stocks last, and does not form part of the Promotion.
11. In-store customers: OOSHIES™ will be supplied to eligible customers at the point of purchase.
12. Pick-up customers: OOSHIES™ will be supplied, while stocks last, with eligible orders, to any customer who does not opt out of the Promotion at check-out, as detailed in clause 7 above).
13. Delivery customers: OOSHIES™ will be supplied, while stocks last, with eligible deliveries, to any customer who does not opt out of the Promotion at check-out, as detailed in clause 7 above.
14. 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 OOSHIES™ from that customer. FreshChoice or its nominee's decision is final and no discussions or correspondence will be entered into.
15. OOSHIES™ are not exchangeable (as between the customer and FreshChoice) and cannot be redeemed for or substituted with cash.
16. If this Promotion is not capable of running as planned for any reason beyond the reasonable control of FreshChoice, including but not limited to, a 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

17. 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.

18. 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.
19. 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, the Woolworths New Zealand Group and their related companies, or The Walt Disney Company and its respective 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.
20. OOSHIES™ 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 Disney Ooshie collectible is sold or used in breach of this paragraph, FreshChoice or the Woolworths New Zealand Group may, in their absolute discretion, withdraw the OOSHIE. Following any withdrawal in accordance with this clause, no refund, substitute or compensation will be offered.
21. 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.
22. As a condition of accepting 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.
23. 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.
24. 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.
25. These terms and conditions are governed by the laws of New Zealand.
26. The promoter is Wholesale Distributors Limited of 80 Favona Rd, Mangere, 2024, New Zealand, and its franchised supermarkets trading under the FreshChoice banner. The Walt Disney Company and its affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Promotion.