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ASX Market Announcements Office
Australian Securities Exchange
20 Bridge Street
Sydney NSW 2000

Amendment to Dividend Reinvestment Plan Rules

Woolworths Group has undertaken a review of the Woolworths Group Dividend Reinvestment Plan (DRP) Rules.

A copy of the updated DRP Booklet, including the DRP Rules, is attached and can be accessed on the Woolworths Group website at <https://www.woolworthsgroup.com.au/page/investors/shareholder-information/payments/>

The new DRP Rules will take effect on 15 May 2022 and apply to all DRP participant shareholders from that date.

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Dividend Reinvestment Plan Booklet

Effective 15 May 2022

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Disclaimer

This booklet contains important information in relation to the Woolworths Group Limited Dividend Reinvestment Plan (DRP). Please read this booklet carefully. A copy of the Rules of the DRP is included in this booklet, which you should read carefully before deciding whether to participate in the DRP. Any information provided by Woolworths Group Limited in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial, legal or tax adviser if you are unsure about what is the best option for you.

Summary of the Dividend Reinvestment Plan

The Woolworths Dividend Reinvestment Plan (DRP) provides holders of ordinary shares in Woolworths Group Limited (Company) with a convenient method of reinvesting all or part of their Dividends in additional Shares in the Company instead of receiving the Dividend in cash.

The Board will determine whether the DRP will apply with respect to each Dividend at the time it considers the declaration of that Dividend. The Company will announce whether the DRP will apply with respect to a Dividend at the same time as that Dividend is announced.

Key features of the DRP include:

Increase your shareholding

If you elect to participate in the DRP, at each Dividend payment date, the Dividend otherwise payable in cash on your Shares participating in the DRP will be reinvested in Shares in the Company. These Shares will either be issued to you or acquired and transferred to you.

Optional and flexible participation

You may apply the DRP to all or part of your shareholding and you may join, vary or withdraw your participation from the DRP at any time.

No additional costs

Shares acquired under the DRP are free of brokerage, commission or other transaction costs. All administrative costs will be borne by the Company. You will remain responsible for payment of any taxes assessed against you as a Shareholder.

Franking Credits

Participation in the DRP will not affect your eligibility for franking credits.

Frequently asked questions

How does the DRP work?

If you are an Eligible Shareholder and elect to participate in the DRP you will be allocated the number of Shares (after deducting any necessary withholding tax or other sum as required under the DRP Rules) which the cash Dividend would purchase at the Allocation Price, rounded down to the nearest whole Share. Where the allocation calculation would otherwise result in a fraction of a share being allocated to you, the residual amount attributable to that fraction will be retained (without interest) in your DRP account. The amount in your DRP account will be added to the next Dividend to which the DRP applies for the purposes of calculating the number of shares to be allocated to you under the DRP in respect of that later Dividend.

Who can participate?

All Shareholders are eligible to participate in the DRP (other than those Shareholders who have registered addresses in places where the Directors determine that participation would be unlawful, impracticable or would involve any actual or anticipated expense, administrative complexity or be unduly onerous). The Company will announce any decision by the Directors with respect to eligibility under the DRP Rules at the same time as each Dividend is announced.

How to participate?

To participate in the DRP you can:

- make your election online via the Share Registrar www.linkmarketservices.com.au and click on the Investor Login link and download a 'Form' through your portfolio, or
- contact the Share Registrar to request that a Notice of Dividend Election form be sent to you, or
- provide a valid electronic instruction through other means as permitted under the DRP Rules.

You will need to specify either full or partial participation. If partial participation is elected, the number of ordinary shares to participate in the DRP must be nominated.

For your Notice of Dividend Election form to be valid for a Dividend to which the DRP applies, it must be received by the Share Registrar (either in paper format or completed electronically) **on or before 5pm on the Business Day after the Record Date** for that Dividend.

When will my election be effective?

Once your application is validated and processed by the Share Registrar, your participation will commence from the first Dividend payment after receipt of your Notice of Dividend Election, provided it is received **on or before 5pm on the Business Day after the Record Date** for that Dividend. You will receive an acknowledgment from the Share Registrar upon lodgement of a valid Notice of Dividend Election.

Can I change my DRP election?

You may at any time, vary the level of participation or withdraw from the DRP. To vary the level of participation, you will need to submit a new Notice of Dividend Election form, see 'How to participate?'. To withdraw or cancel from the DRP, you can:

- access the Notice of DRP Cancellation by logging into the Share Registrar's investor centre at www.linkmarketservices.com.au and choosing 'Cancel Reinvestment Plan' under the 'Forms' tab, or
- contact the Share Registrar to request that a 'Notice of DRP Cancellation' form be sent to you, or
- provide a valid electronic instruction through other means as permitted under the DRP Rules.

A Notice of DRP Cancellation or a new Notice of Dividend Election will be effective in relation to a forthcoming Dividend if received by the Share Registrar on or before 5pm on the Business Day after the Record Date for that Dividend.

How is the Allocation Price of DRP Shares calculated?

Shares allocated under the DRP will be allocated at the Average Market Price of Shares over the Pricing Period less a discount (if any), and rounded to the nearest cent, or such other price determined by the Board in its absolute discretion. The Average Market Price of Shares is the average of the daily volume weighted average market price of Shares of the Company sold on the trading system operated by ASX Limited (ASX) (and, if the Directors determine, such other platforms or systems (including that operated by Chi-X Australia Pty Ltd) on which Shares may be traded) over the Pricing Period.

The Allocation Price you will pay for the Shares will be the same regardless of whether the Company issues new Shares or acquires them on-market.

Will DRP Shares rank equally with other Woolworths Group Shares?

Shares allocated under the DRP will rank equally in every respect with existing issued fully paid ordinary shares of the Company, and subject to the Rules of the DRP, will participate as DRP Shares in all future Dividends subsequently declared or paid, in line with your level of Participation in the DRP at the next Dividend Record Date.

Can I sell my DRP Shares?

You may sell any of your Shares including Shares participating in the DRP at any time. If you dispose of part of your shareholding and do not notify the Share Registrar otherwise, the shares disposed of will be taken to be, firstly, shares which are not DRP Shares then, if relevant, DRP Shares. Shares which are sold or otherwise disposed of are automatically withdrawn from the DRP on registration of a valid transfer.

Note: DRP Shares sold after the Record Date for a relevant Dividend will remain DRP Shares for that Dividend unless DRP participation is altered or cancelled by the Shareholder providing a new Notice of Dividend Election which is received by the Share Registrar **on or before 5pm on the Business Day after the Record Date** for that Dividend.

What happens if I terminate my participation in the DRP?

If you withdraw from the DRP you will cease to participate in the DRP with effect from the Record Date for the next Dividend. Any residual balances that you hold in your DRP account will be donated to one or more registered charities selected by Woolworths Group Limited after the last Dividend to be paid in that financial year. You will not be issued with a receipt in relation to such a donation. If you remain a Shareholder in the Company you can contact the Share Registrar within one month of termination of Participation in the DRP to request that your residual balance is paid to you in cash rather than donated to charity.

Will I incur any costs in participating in the DRP?

The allocation of Shares under the DRP will not be subject to brokerage, commission, or other transaction costs.

All administrative costs will be borne by the Company. You will be responsible for any applicable assessed taxes.

How will tax be calculated on DRP Shares?

Dividends reinvested in Shares under the DRP will be treated by the Australian Taxation Office in the same manner as Dividends received in cash. Any franking credit attached to Dividends paid by the Company is also applicable to Dividends paid on Shares participating in the DRP.

The amount of the franking credit will be notified to Shareholders participating in the DRP at the time of payment of the Dividend.

Overseas residents are advised to make their own enquiries regarding their tax position.

The Company takes no responsibility for any taxation liabilities of Participants. It is recommended that professional financial and tax advice be obtained by Participants in the DRP.

Will I receive a Dividend Statement for the DRP?

A Dividend statement will be sent to you at the time of each Dividend payment which includes, for each holding, full details of the amount of Dividend entitlement, allocation price and the number of Shares allocated under the DRP. An explanation and sample DRP Statement are on [pages 12 to 13](#) of this Booklet.

How do the DRP Rules apply?

The DRP Rules are set out on [pages 4 to 11](#) of this Booklet. You should read the DRP Rules carefully. In the event of any inconsistency between the Rules of the DRP and this Summary, the Rules of the DRP will prevail.

The DRP Rules may be varied, suspended or terminated by the Directors by announcement to the ASX.

Dividend Reinvestment Plan rules

1 Interpretation

The following words have these meanings in the DRP Rules, unless the contrary intention appears:

“Allocation Price” in respect of any allocation of Shares under the DRP means the Average Market Price of Shares of the Pricing Period less a discount determined by the Board (if any) and rounded to the nearest cent or such other price determined by the Board in its absolute discretion.

“Average Market Price of Shares” means the average of the daily volume weighted average market price for a fully paid Share sold on the trading system operated by ASX Limited (ASX) and, if the Directors determine, such other platforms or systems (including that operated by Chi-X Australia Pty Ltd) on which Shares may be traded, over the Pricing Period, excluding Shares which are sold otherwise than in the ordinary course of trading on those systems, including any transaction defined in the ASX Operating Rules as a “Special Crossing”, crossings prior to the commencement of normal trading, crossings during the closing phase and the after hours adjust phase and any overseas trades or trades pursuant to the exercise of options over Shares, any overnight crossings and any other sales which the Directors consider may not be fairly reflective of genuine supply and demand.

“Board” means the board of Directors of the Company or any duly appointed committee of the board.

“Business Day” means Monday to Friday inclusive, except New Year’s Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a trading day.

“Company” means Woolworths Group Limited.

“Directors” means the directors of the Company.

“Dividend” means a cash Dividend or cash component of a Dividend paid by the Company.

“DRP” means the Woolworths Group Limited Dividend Reinvestment Plan, the terms of which are set out in these Rules.

“DRP Shares” means Shares which on any Record Date are validly designated by a Participant, in accordance with these Rules, to participate in the DRP.

“Eligible Dividend” means a Dividend for which the Directors determine the DRP will apply.

“Eligible Shareholder” has the meaning in Rule 2.3.

“Holding” means each registered holding of Shares in respect of a Shareholder.

“Notice of Dividend Election” means an application to participate in the DRP in respect of a particular Holding which is validly communicated to the Share Registrar by any means authorised by the Directors from time to time, including by written notification, electronic communication or telecommunication, by which the application is validly notified to the Share Registrar.

“Notice of DRP Cancellation” means an application to cancel participation in the DRP in respect of a particular Holding which is validly communicated to the Share Registrar by any means authorised by the Directors from time to time, including by written notification, electronic communication or telecommunication, by which the application is validly notified to the Share Registrar.

“Participant” means an Eligible Shareholder whose application to participate in the DRP in respect of a particular Holding has been accepted.

“Pricing Period” means the period that the Board determines from time to time, being a period of not less than five Business Days commencing on the second Business Day after the Dividend Record Date or such other period determined by the Board (in its absolute discretion).

“Record Date” the date and time, as determined by the Board, at which a person holds or is taken to hold Shares for the purpose of determining the entitlement of Shareholders to Dividends.

“Share Registrar” means the Company’s Share Registrar from time to time.

“Shares” means ordinary fully paid shares in the capital of the Company.

“Shareholder” means the registered holder of Shares.

A reference to a person includes a corporation and the singular includes the plural and vice versa.

2 Eligibility to participate in the DRP

- 2.1** The Board may from time to time invite Shareholders to participate in the DRP.
- 2.2** Participation in the DRP is subject to these DRP Rules.
- 2.3** A Shareholder will be eligible to participate in the DRP in respect of a particular Dividend, if:
 - 2.3.a** The Shareholder has a registered address with the Share Registrar in Australia or New Zealand as at the Dividend Record Date, unless that person holds Shares only on behalf of another person who resides outside Australia or New Zealand and who would not themselves be an Eligible Shareholder under this Rule 2.3; or
 - 2.3.b** The Directors otherwise determine, in their absolute discretion that participation, or the making of an offer or invitation to participate in the DRP would be lawful, practicable and would not involve any actual or anticipated expense, administrative complexity or be unduly onerous. The Company will notify Shareholders if the Board has made such a determination in respect of a Dividend at the same time the Dividend is announced.
- 2.4** The Board has absolute discretion to make a final determination as to whether any particular Shareholder is an Eligible Shareholder within the terms of these Rules and to change any such determination, as and when it sees fit. In making this determination, the Board may consider, among other things, whether such participation would or may be impracticable, impossible or illegal, or otherwise prejudice the effective operation of the DRP.

3 Applications

- 3.1** No persons other than an Eligible Shareholder may apply to participate in the DRP.
- 3.2** Participation in the DRP is optional and not transferable.
- 3.3** Each Eligible Shareholder who wishes to participate in the DRP must lodge with the Share Registrar a properly completed Notice of Dividend Election in accordance with the instructions provided by the Company and authenticated by any means authorised by the Directors from time to time.
- 3.4** Where an Eligible Shareholder has more than one holding of Shares, a properly completed and authenticated Notice of Dividend Election must be lodged for each Holding and each Holding of an Eligible Shareholder will be treated separately for all purposes under the DRP.
- 3.5** A Notice of Dividend Election must be authenticated (by any means authorised by the Directors from time to time) by all joint holders of Shares for it to be valid.

Dividend Reinvestment Plan rules

4 Degree of participation

- 4.1** An Eligible Shareholder must specify on the Notice of Dividend Election the degree to which the Shareholder wishes to participate in the DRP in respect of each nominated Holding. Subject to any minimum and/or maximum number of Shares in a Holding that may be or become DRP Shares as determined by the Directors from time to time in respect of an Eligible Shareholder or Eligible Shareholders, participation in the DRP may be either:
- 4.1.a** Full participation for all the Participant's Shares from time to time however acquired (including Shares allocated under the DRP); or
- 4.1.b** Partial participation for a specific number of Shares nominated by the Participant together with the Shares allocated under the DRP. If at the Record Date for a Dividend the number of the Shares held by the Participant is fewer than the number nominated by the Participant, then the DRP will apply only to that lesser number for that Dividend.
- 4.2** Notices of Dividend Election received by the Share Registrar which do not indicate the degree of participation in the DRP will, without notice to the applicant and unless otherwise determined by the Directors, be deemed (subject to any maximum determined in accordance with Rule 4.1) to be an application for full participation in the DRP.
- 4.3** For the avoidance of doubt, when determining a minimum and/or maximum number of Shares that may be or become DRP Shares for the purposes of Rule 4.1, the Directors may differentiate between Eligible Shareholders or categories of Eligible Shareholders.
- 4.4** Without limiting Rule 4.3, the Company may require an Eligible Shareholder to provide such supporting evidence (for example, a statutory declaration) as the Company requires to establish that the Eligible Shareholder meets any requirements relevant to the application of a minimum or maximum number of shares for the purposes of Rule 4.1, including (without limitation):
- as to the capacity in which the Eligible Shareholder holds Shares which are or are proposed to be DRP Shares;
 - as to the number and identity of the underlying beneficial owners of such Shares; and
 - as to compliance or otherwise with those requirements;
- and such undertakings regarding continued compliance with those requirements as the Directors consider appropriate.

5 Acceptance of applications

- 5.1** The Directors may in their absolute discretion:
- 5.1.a** Accept or reject any Notice of Dividend Election, or discontinue participation of a Participant at any time, without being bound to give any reason for doing so; and
- 5.1.b** Correct any error in, or omission from, a Notice of Dividend Election.
- 5.2** Notice of Dividend Elections may be lodged electronically including through the Company's website or that of an authorised third party (including the Share Registrar), or via electronic message validly sent to the Share Registrar from the operating system used by the ASX, and, if the Directors determine, such other platforms or systems on which Shares may be traded. Any notice lodged electronically must comply with the applicable terms and conditions of the electronic lodgement facility.
- 5.3** Each Notice of Dividend Election accepted by the Directors will be effective in respect of the first Dividend payment after receipt of the Notice of Dividend Election, provided it is received **on or before 5pm on the Business Day after the Record Date** for that Dividend.
- 5.4** The Company will record for each Holding particulars of:
- 5.4.a** The name and address of the Participant; and
- 5.4.b** The number of DRP Shares in respect of that Holding, and the Company's records will be conclusive evidence of the matters so recorded.

6 Reinvestment of dividend

- 6.1** Dividends on DRP Shares will be applied by the Directors on the Participant's behalf in applying for Shares. Any Dividends on DRP Shares which the Company is entitled to retain under its Constitution or otherwise will not be available for applying for Shares. If withholding tax is payable in respect of a Dividend, that tax will be deducted and only the balance will be applied in applying for Shares.
- 6.2** The Directors will establish and maintain a DRP account for each Holding of a participant. At the time of each Dividend payment, the Directors will:
- 6.2.a** Determine the Dividend payable in respect of the DRP Shares;
 - 6.2.b** Determine (where applicable) the Australian withholding tax deductible by the Company in respect of the Dividend, and any other sum the Company is entitled to retain in respect of the DRP Shares;
 - 6.2.c** Credit the amount in Rule 6.2.a above and debit any amount in Rule 6.2.b above to the Participant's DRP account;
 - 6.2.d** Determine the maximum whole number of Shares which can be allocated under these Rules by using the amount in the Participant's DRP account and issue or acquire such number of Shares. If the Board decides to allocate Shares to Participants by way of a transfer of Shares, those Shares may be acquired in such manner as the Board determines;
 - 6.2.e** Apply for Shares in the name of the Participant and debit the Allocation Price for those shares against the amount available for reinvestment in the Participant's DRP account;
 - 6.2.f** Add the number of Shares applied for to the total number of Shares comprised in the relevant Holding; and
 - 6.2.g** Carry forward any residual positive balance in the Participant's DRP account.
- 6.3** The number of Shares allocated to each Participant in respect of a Holding will be the whole number equal to, or when not a whole number, the nearest whole number below the number calculated by the formula:

Number
of shares =

$$\frac{D - T + R}{C}$$

D is the Dividend payable on the Shares in respect of that Holding as at the Record Date for that Dividend

T is any withholding tax or other sum the Company is entitled to retain in relation to the Dividend or the DRP Shares

R is any residual positive balance carried forward in the Participant's DRP account

C is the Allocation Price

Dividend Reinvestment Plan rules

- 6.4** The participant will be deemed to have applied all of the relevant Dividend declared on the DRP Shares in applying for the number of Shares so calculated and shall not be entitled to any fractional entitlements to Shares. No interest will accrue in respect of residual positive balances referred to in Rule 6.2.g.
- 6.5** As soon as practicable after each allocation of Shares under the DRP, the Company will send to each Participant, in respect of each applicable Holding, a statement setting out:
- 6.5.a** The number of the Participant's eligible DRP Shares on the Record Date for the relevant Dividend;
 - 6.5.b** The Dividend payable in respect of that Participant's DRP Shares which has been applied towards application for additional Shares;
 - 6.5.c** The number of additional Shares allocated;
 - 6.5.d** The number of Shares participating in the DRP after the allocation;
 - 6.5.e** The extent to which the relevant Dividend is franked; and
 - 6.5.f** The amount of the Participant's residual positive balance referred to in Rule 6.2.g, if any.
- 6.6** All Shares allocated under the DRP will, from the date of allocation, rank equally in all respects with existing Shares.
- 6.7** Shares to be allocated under the DRP will be allocated within the time required by the ASX and shareholder statements for the Shares will be issued as soon as practicable after allocation if so required by the Company's Constitution.
- 6.8** If new Shares are issued by the Company to Participants under the DRP, the Company will make application within the time permitted by the Listing Rules after each allocation of Shares under the DRP for quotation of those Shares on the ASX, if other Shares of the Company are quoted at that time.

7 Effect of applying for participation

- 7.1** By applying to participate in the DRP, the Shareholder:
- 7.1.a** Warrants to the Company that it is an Eligible Shareholder;
 - 7.1.b** Agrees to be bound by the Company's Constitution in relation to any Shares allocated to the Participant under these Rules;
 - 7.1.c** Acknowledges that Dividends reinvested under the DRP will be assessable for applicable income tax in the same way as cash Dividends;
 - 7.1.d** Acknowledges that the Directors may at any time irrevocably determine that the Shareholder's Notice of Dividend Election is valid, in accordance with these Rules, even if the Notice of Dividend Election is incomplete, contains errors or is otherwise defective;
 - 7.1.e** Consents to the establishment of a DRP account on the Participant's behalf;
 - 7.1.f** Agrees to the appointment of the Company, or a nominee (including a broker or the Share Registrar) appointed by the Company, as the Participant's agent to acquire Shares on ASX where the Company decides to allocate Shares to Participants by acquiring existing Shares in accordance with Rule 6 (and to avoid doubt, the Shareholder agrees to the Company or its nominee taking all steps necessary to register the Shares in the Shareholder's name, including the execution of any share transfers required);
 - 7.1.g** Acknowledges that the Company may, in its absolute discretion, arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends with one or more underwriters;
 - 7.1.h** Acknowledges that neither the Company nor the Share Registrar has provided the Shareholder with investment advice, financial product advice or any securities recommendation concerning its decision to apply to participate in the DRP and that neither has any obligation to provide any such advice or recommendation;
 - 7.1.i** Acknowledges that neither the Company nor the Share Registrar (nor any officer of the Company or the Share Registrar) will be liable or responsible to the Shareholder for any loss or disadvantage suffered or incurred by the Shareholder as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP; and
 - 7.1.j** Unconditionally agrees to these Rules and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the DRP or these Rules,
- in each case, at all times until termination of the DRP or the cessation of the Participant's participation in the DRP.

8 Variation or termination of participation

- 8.1** A Participant may, by lodging with the Share Registrar a properly completed Notice of Dividend Election or Notice of DRP Cancellation in accordance with the instructions provided by the Company and authenticated by any means authorised by the Directors from time to time, increase or decrease the number of DRP Shares or terminate their participation in the DRP. A separate Notice of Dividend Election or Notice of DRP Cancellation, as applicable, must be lodged for each Holding. To be effective for a forthcoming Dividend, the relevant notice must be received by the Share Registrar **on or before 5pm on the Business Day after the Record Date** for that Dividend.
- 8.2** The Directors may in their absolute discretion:
- 8.2.a** Accept or reject any Notice of Dividend Election or Notice of DRP Cancellation, without being bound to give any reason for doing so; and
- 8.2.b** Correct any error in, or omission from, a Notice of Dividend Election or Notice of DRP Cancellation.
- 8.3** If a Participant disposes of their entire shareholding and is not registered as a Shareholder when the Company's share register is next closed for payment of a Dividend, the Participant will be deemed to have terminated participation in the DRP on the last date when the Company registered a transfer of the Participant's Shares.
- 8.4** When a Participant disposes of part of a Holding and does not notify the Share Registrar otherwise, the Shares disposed of will, to the extent possible, be taken to be:
- 8.4.a** At first, Shares which are not DRP Shares; and
- 8.4.b** Secondly, DRP Shares.
- 8.5** A Participant will be taken to have terminated participation in the DRP upon receipt by the Share Registrar of the notice of death, bankruptcy or liquidation of the Participant.
- 8.6** A Participant will be taken to have terminated participation in the DRP upon the Participant ceasing to be eligible to participate in the DRP.
- 8.7** Following the termination of a Participant's participation in the DRP, any residual positive balance referred to in Rule 6.2.g remaining in that Participant's DRP account will be donated to one or more registered charities selected by the Company after the last Dividend to be paid in that financial year. Participants will not be issued with a receipt in relation to such a donation. A Participant who remains an Eligible Shareholder may contact the Share Registrar within one month of termination of the Participant's participation in the DRP to instruct that their residual balance is to be paid to the Participant in cash, rather than donated to charity.

Dividend Reinvestment Plan rules

9 Modification, suspension and termination of the plan

- 9.1** The DRP may be modified, suspended or terminated by the Directors at any time as notified by the Directors to ASX (with such modification, suspension or termination taking effect at such time specified by the Directors). The DRP and these Rules may be varied, suspended and reinstated more than once.
- 9.2** The notice referred to in Rule 9.1 may be provided in any manner as the Directors determine is appropriate, including, but not limited to, market announcement to the ASX and/or written notice mailed or emailed to Participants.
- 9.3** If the DRP or these Rules are varied, a Participant continues to participate under the DRP and these Rules in their varied form unless the Participant varies or terminates its participation in the DRP by submitting a new Notice of Dividend Election or a Notice of DRP Cancellation in accordance with these Rules.
- 9.4** If the DRP is suspended, an election as to participation in the DRP will also be suspended until such time as the Board resolves to recommence or terminate the DRP.
- 9.5** Where the DRP is terminated under Rule 9.1, any positive residual balance in the Participant's DRP account at that time will be donated to one or more registered charities selected by the Company after the last Dividend to be paid in that financial year. Participants will not be issued with a receipt in relation to such a donation. A Participant who remains an Eligible Shareholder may contact the Share Registrar within one month of termination of the DRP to instruct that their residual balance is to be paid to the Participant in cash, rather than donated to charity.
- 9.6** The accidental omission to give notice of modification, suspension or termination in accordance with Rule 9.2 will not invalidate the modification, suspension or termination of the DRP.

10 Administration of the plan

- 10.1** This DRP will be administered by the Directors who have the power to:
- 10.1.a** Determine procedures for administration of the DRP consistent with the Rules;
- 10.1.b** Determine any ambiguity or uncertainty in the interpretation of these Rules and settle in such manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Participant or any Shares and the determination of the Directors is to be conclusive and binding on all Participants and other persons to whom the determination relates; and
- 10.1.c** Delegate to any one or more persons (including without limitation a Company Secretary of the Company from time to time) for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the DRP. References in these Rules to documents being lodged with or sent to or by the Company or the Share Registrar include communication by such means as the Directors from time to time determine.

11 Participants to be bound

11.1 Participants are at all times bound by the Rules of the DRP as modified from time to time.

12 Costs to participants

12.1 No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares allocated under the DRP.

13 Taxation

13.1 Neither the Company nor any of its officers, employees, representatives or agents:

13.1.a Take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person in connection with the DRP; or

13.1.b Represent or warrant that any person will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the DRP.

14 General

14.1 The DRP, its operation and these Rules are governed by the laws of the State of New South Wales and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.

14.2 Despite anything else in these Rules, the Listing Rules prevail to the extent of any inconsistency with these Rules.

All correspondence regarding the DRP is to be directed to:

Woolworths Group Limited Share Registry

Locked Bag A14,
Sydney South NSW 1235

Telephone: 1300 368 664 (within Australia)

Telephone: +61 1300 368 664 (from outside Australia)

Sample Dividend Reinvestment Plan Statement explained



Woolworths Group Limited
ABN 88 000 014 675
All Registry communications to:
 Link Market Services Limited
 Locked Bag A14
 Sydney South NSW 1235
 Telephone: +61 1300 368 664
 ASX Code: WOW
 Email: woolworths@linkmarketservices.com.au
 Website: www.linkmarketservices.com.au

AB SAMPLE **A**
 123 SAMPLE STREET
 SAMPLEVILLE NSW 9999

Key Details

Payment date:	13 April 2022	E
Record Date:	4 March 2022	F
SRN/HIN:	I00000000000	B

FY22 Interim Dividend Statement

This Dividend is 100% franked with Australian franking credits at the company tax rate of 30%

Description	Dividend amount per share	Participating holding	Unfranked amount	Franked amount	Total amount	Franking credit
Interim Dividend	xx cents D	0 C	\$00.00	\$00.00	\$00.00	\$00.00
Total Dividend amount payment:					\$00.00 G	
DRP Cash balance brought forward from your plan account:					\$00.00 H	
Amount available for DRP:					\$00.00 I	
Allotment of **0** shares at \$0.00 per Share:					\$00.00	
DRP balance carried forward:					\$00.00 L	

DRP Shareholding balance after Transaction Confirmation Statement

Date	Transaction type	Increase	Decrease	Holding balance
4 March 2022	Opening Balance			0
M 13 April 2022	Dividend Plan Allotment	0		
13 April 2022	Closing Balance			0

Note: The "Opening Balance" recorded above may not be the same as the "Participating holding" recorded in the top section of this statement, where your participation in the DRP is "partial". The closing balance of ordinary shares excludes any trades or transfers since the Record Date. Neither Woolworths Group Limited nor Link Market Services Limited will be liable for any losses incurred by any person who relies on the holdings shown without making their own adjustments for any transaction not included.

Your personal details can be updated at www.linkmarketservices.com.au. Please see overleaf for online login instructions.

BE MORE SUSTAINABLE AND GO ELECTRONIC

Woolworths Group is committed to operating in an environmentally responsible and sustainable manner. We therefore encourage you to elect to receive all shareholder communications electronically, including future Dividend statements and notification of Woolworths Group results announcements. Call +61 1300 368 664 or go to investorcentre.linkmarketservices.com.au to provide your email address.

Retain this statement to assist in preparing your tax return.

- A** The registered name and address of shareholding.
- B** Your Securityholder Reference Number (SRN).
- C** The number of shares participating in the DRP at Record Date.
- D** The Dividend amount per share.
- E** The date the Dividend is reinvested in DRP Shares (Payment Date).
- F** The Record Date for determining entitlement to the Dividend.
- G** The net amount of Dividend payable.
- H** The amount of cash surplus brought forward from the last Dividend paid.
- I** Items (G) + (H) is the total amount available for reinvestment.
- J** The Dividend amount above is divided by the allocation price per share (item K) to determine the number of ordinary Shares to be allocated.
- K** The allocation price per Share.
- L** The cash surplus available after item (J) has been calculated. This is carried forward to be applied to the next Dividend paid by the Company.
- M** The bottom portion of your statement will detail your updated holding balance.

