



Design a Spriggy Card Competition: Terms and Conditions

It's important to read the terms and conditions in full before entering this Competition but here's a summary of the key terms:

- The competition commences at 14.00 AEST on 02/07/24 and ends at 23.59 AEST on 25/07/24 (**Competition Period**). The Competition is designed so that parents/guardians can encourage their child or children to get creative and excited about design.
- Entry is open to:
 - residents of Australia;
 - who are aged 18 years or over;
 - who have a Spriggy membership (that has not been cancelled or suspended) as at the Judging Date and on the Unclaimed Prize Judging Date, if applicable (see clauses 19 and 27 below); and
 - who have at least one child connected to their Spriggy membership (each a **Child**) as at the Judging Date and on the Unclaimed Prize Judging Date, if applicable, (Eligible Entrants).
- To enter, entrants must, during the Competition Period:
 - have their Child create an original card design using the template(s) provided by the Promoter (found at www.spriggy.com.au/cardcompetition), that complies with the Competition Guidelines (see clause 11 below) (**Design**); and
 - complete the online entry form found at www.spriggy.com.au/cardcompetition including by entering the entrant's full name, email address, Child's first name, Child's Age Category (see clause 13 below), and by submitting the Design.
- Multiple entries are permitted subject to compliance with these terms and conditions and the condition that there must only be one entry per Child.
- The prizes consist of the following:
 - AU\$500 that will be paid into the winner's Child's Savings within their Spriggy Parent Wallet (**Major Prize**); and
 - AU\$100 that will be paid into the winner's Child's Savings within their Spriggy Parent Wallet (**Minor Prize**).
- There will be one Major Prize and two Minor Prizes per Age Category. The total recommended retail price prize pool value is at AU\$2,100.
- Each prize is subject to the [Spriggy Terms and Conditions](#) and the [Product Terms and Conditions](#).
- Judging will take place at 10:00 AEST on 07/08/24 at Level 8, 66 King Street Sydney NSW 2000 (**Judging Date**). All entries by Eligible Entrants will be judged by a panel of three qualified judges individually on their merits based on creativity.

- The best entry per Age Category as determined by the judges in their absolute discretion will win the Major Prize for that Age Category. The two next best entries per Age Category as determined by the judges in their absolute discretion will each win a Minor Prize.
- By entering this Competition, Eligible Entrant's consent that the Promoter may contact them for future marketing and material purposes without payment (see clauses 30 – 32 for full details).
- The Promoter reserves the right to disqualify any individual for a number of reasons, including if an individual has breached any of these terms and conditions (see clause 43 for full details).
- To the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition (see clause 44 for full details).
- If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoter is Rivva Pty. Ltd. (ABN 86 603 542 918) (**Spriggy**) of Level 8, 66 King Street Sydney NSW 2000. To contact the Promoter, please email hello@spriggy.com.au.
3. This Competition is made by Spriggy in its own right, and no prizes are payable by Indue Ltd (the issuer of the Spriggy Prepaid Card and Parent Wallet).

Competition period

4. The competition commences at 14.00 AEST on 02/07/24 and ends at 23.59 AEST on 25/07/24 (**Competition Period**). The Competition is designed so that parents/guardians can encourage their child or children to get creative and excited about design.

Eligibility to enter

5. Entry is open to:
 - a. residents of Australia;
 - b. who are aged 18 years or over;
 - c. who have a Spriggy membership (that has not been cancelled or suspended) as at the Judging Date and on the Unclaimed Prize Judging Date, if applicable (see

clauses 19 and 27 below); and

- d. who have at least one child connected to their Spriggy membership (each a Child) as at the Judging Date and on the Unclaimed Prize Judging Date, if applicable, **(Eligible Entrants)**.
6. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.
7. Spriggy Additional Parent Users are ineligible to enter. Persons who are within their free trial period of their Spriggy membership are eligible to enter.

How to enter

8. To enter, entrants must, during the Competition Period:
 - a. have their Child create an original card design using the template(s) provided by the Promoter (found at www.spriggy.com.au/cardcompetition), that complies with the Competition Guidelines (see clause 11 below) (Design); and
 - b. complete the online entry form found at www.spriggy.com.au/cardcompetition including by entering the entrant's full name, email address, Child's first name, Child's Age Category (see clause 13 below), and by submitting the Design.
9. Multiple entries are permitted subject to compliance with these terms and conditions and the condition that there must only be one entry per Child.
10. There is no fee to enter this Competition.
11. 'Competition Guidelines':
 - a. Designs must be the Child's original work, not the entrant's work and not a copy of someone else's material;
 - b. Designs must not include:
 - i. any image, video or voice of any other person without that person's express consent;
 - ii. any content that is created by artificial intelligence (or similar);
 - iii. any content that contravenes any law; and
 - iv. any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
 - c. Designs must be digital and submitted in jpeg format and within the file size limit (10MB);
 - d. Where photography is used in a Design that is not the Child's own imagery, the image may need to be substituted with licensed imagery chosen by the Promoter; and
 - e. Entrants whose Child creates their Design using the Canva template must (and must on their Child's behalf):
 - i. agree to comply with Canva's terms of use;
 - ii. release Canva from all claims based on, related to or arising from the Competition; and

iii. acknowledge and agree that this Competition is in no way sponsored or endorsed by or affiliated with Canva.

Prizes

12. The prizes consist of the following:
 - a. AU\$500 that will be paid into the winner's Child's Savings within their Spriggy Parent Wallet (**Major Prize**); and
 - b. AU\$100 that will be paid into the winner's Child's Savings within their Spriggy Parent Wallet (**Minor Prize**).

13. There will be one Major Prize and two Minor Prizes per category, as specified below:
 - a. Designs by a Child between the ages of 6 and 9 (inclusive);
 - b. Designs by a Child between the ages of 10 and 12 (inclusive); and
 - c. Designs by a Child between the ages of 13 and 18 (inclusive), (each an **Age Category**).

14. The total recommended retail price prize pool value is at AU\$2,100.

15. All taxes (excluding goods and services tax (**GST**)) which may be payable as a consequence of receiving the prize are the sole responsibility of the winner.

16. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any winner accepting and/or using the prize, except for any liability which cannot be excluded by law.

17. Each prize is subject to the [Spriggy Terms and Conditions](#) and the [Product Terms and Conditions](#). Terms used but not defined in these terms and conditions have the meanings given to them in the Spriggy Terms and Conditions. Winners may be required to transfer value in their Parent Wallet back to their source Connected Account/s if receipt of a prize would result in the value in their Parent Wallet exceeding an applicable limit in the Product Terms and Conditions. Where a prize would result in the Annual Load Limit being exceeded, the Prize will instead be paid or transferred into the Winner's nominated bank account within 28 days after the Judging Date.

18. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner arising from, or in connection with, the prizes.

Judging date and time

19. Judging will take place at 10.00 AEST on 07/08/24 at Level 8, 66 King Street Sydney NSW 2000 (Judging Date). All entries by Eligible Entrants will be judged by a panel of three qualified judges individually on their merits based on creativity.

20. The best entry per Age Category as determined by the judges in their absolute discretion will win the Major Prize for that Age Category. The two next best entries per Age Category as determined by the judges in their absolute discretion will each win a Minor Prize

21. This is a game of skill and chance plays no part in determining the winners.

Prize delivery

22. Prizes will be paid or transferred to the winners' Spriggy Parent Wallets within 28 days after the Judging Date.

Prize substitution

23. In the event that a prize (or any part of a prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute the prize (or the relevant part of the prize) with a prize of equal or greater value.

Winner notification

24. Winners will be notified within 2 weeks of the Judging Date in writing by email provided at the time of entry.

25. The names of winners will be published on 21/08/24 at www.spriggy.com.au/cardcompetition

Unclaimed Prizes

26. All prizes will be distributed during or after the close of the Competition.

27. If a prize is not accepted, cannot be paid/transferred or claimed within three months of the Judging Date, the relevant winner's entry will be deemed invalid and the Promoter will distribute any unclaimed prizes to the next best ranking entry or entries (as applicable), as determined by the judges of the Promoter in their absolute discretion (**Unclaimed Prize Judging Date**).

28. Winners of unclaimed prizes will be notified in writing to the email address provided at the time of entry.

29. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Competition.

Use of Eligible Entrant's personal information

30. Personal information including the entrant's full name, email address, Child's first name and Child's age category will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (Purpose).

31. By entering this Competition, entrants consent (and consent on their Child's behalf) to the use of this personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Entrants agree (and agree on their Child's behalf) that the Promoter may use this information for that purpose and disclose it to other organisations or persons including overseas service providers that may use it, in any media for the Purpose.

32. Eligible Entrants may access, change or update their personal information by emailing the Promoter at hello@spriggy.com.au. A copy of the Promoter's privacy policy is

available at www.spriggy.com.au/terms. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

Entry content

33. The Promoter reserves the right to require the entrant to verify that the entry is the Child's original work. If the Promoter is unable to verify that the entry is the Child's original work to its satisfaction, the entry will be deemed invalid.
34. Entrants warrant that their entry is not in breach of any third party intellectual property rights. Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause 34.
35. By entering this Competition, entrants grant (and grant on behalf of their Child) to the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry (including the Design), in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity, without payment to the entrant (or their Child) of royalties or compensation. If requested by the Promoter, entrants agree (and agree on behalf of their Child) to sign any further documentation required by the Promoter to give effect to this clause 35.
36. By entering this Competition, entrants consent (and consent on behalf of their Child) to the Promoter dealing with their entry content in any way that may otherwise infringe the entrant's (or their Child's) moral rights, and agree (and agree on behalf of their Child) not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
37. Entrants consent (and consent on behalf of their Child) to the Promoter using their and/or their Child's name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

Social media platforms

38. By using this Competition on Instagram, TikTok or Facebook (as applicable) entrants:
 - a. agree to comply with Instagram's, TikTok's or Facebook's terms of use (as applicable);
 - b. release Instagram, TikTok and Facebook from all claims based on, related to or arising from the Competition; and
 - c. acknowledge and agree that this Competition is in no way sponsored or endorsed by or affiliated with Instagram, TikTok or Facebook.
39. The Promoter is not responsible for any loss, damage or injury to entrants (or their Child) resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the entrants (or their Child)

on any social media platform in connection with this Competition.

General conditions

40. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
41. Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a prize should be directed to the Promoter.
42. The Promoter reserves the right to request verification of the age, identity and email address of winners and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
43. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these terms and conditions, has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition, or who the Promoter suspects to be fraudulent, incomplete, incorrect or misleading, or may damage the Promoter's reputation.
44. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in market value to that stated in these terms and conditions;
 - e. any tax implications; or
 - f. the prize or use of the prize.
45. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take

any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.

46. Rivva Pty Ltd (ABN 86 603 542 918, AFSL 513762) (Spriggy) has been appointed as a third party agent of Indue Ltd (ABN 97 087 822 464, AFSL 320204) based in Brisbane, Australia, the issuer of the Spriggy Prepaid Card and Parent Wallet. See Spriggy's [FSG](#). Consider the [Product Disclosure Statement](#), [Product Terms and Conditions](#) and the [Target Market Determination](#) to ensure the product is right for you. [Spriggy Terms and Conditions](#) also apply. Any advice provided is general in nature and does not take into consideration your objectives or financial situation. Before acting on any advice consider its appropriateness. See [full terms](#).