



“Spriggy Superhero 2nd Birthday - \$5 Bonus” PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. Promotion commences on 28/11/2018 and ends at 11:59pm AEDT on 09/12/2018.
4. To be eligible, individuals must:
 - create a Spriggy family account with at least one child no later than 11:59 pm AEDT on 09/12/2018;
 - not be an existing Spriggy member;
 - use the Referral code “SUPERHERO” when registering ; and
 - download the Spriggy app and confirm their mobile number (“Eligible Account Holders”).
5. At the completion of the above, the Promoter will award the Eligible Account Holder one (1) \$5 Bonus.
6. This offer is not eligible in conjunction with any other offer.
7. Multiple entries are not permitted.
8. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Account Holders (including an Eligible Account Holder’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or illegible entries will be deemed invalid.
10. If there is a dispute as to the identity of an Eligible Account Holder, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Account Holder.
11. The Promoter’s decision is final and no correspondence will be entered into.
12. [“\$5 Bonus”] are \$5 for the Eligible Account Holder. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
13. Prizes will be transferred into the Eligible Account Holders Parent Wallet within three (3) business days of the qualification date.
14. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible

Account Holder; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

16. Any cost associated with accessing the promotional website or App is the Eligible Account Holder's responsibility and is dependent on the Internet service provider used.

17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 or prize claim 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Account Holder; or (f) use of a prize.

19. As a condition of accepting the prize, a winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

20. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.spriggy.com.au/terms>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and

profiling purposes, including sending electronic messages or telephoning the Eligible Account Holder. The Privacy Policy also contains information about how Eligible Account Holders may opt out, access, update or correct their PI, how Eligible Account Holders may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Eligible Account Holder's personal information to any entity outside of Australia.

21. The Promoter is Rivva Pty Ltd (Spriggy) ACN 603 542 918 Level 7, 249 Pitt Street Sydney NSW 2000.