

*Spriggy* Schools

# Merchant Referral Offer Terms & Conditions

## **Spriggy Schools Merchant Referral Offer Terms & Conditions:**

The Spriggy Schools Merchant Referral Offer ("Referral Offer") will run from **22 November 2022** until the time the offer is withdrawn ("Offer Period") and is available to all Spriggy Schools merchants with current merchant accounts and who have been issued a unique referral code. The Referral Offer is designed so that existing Spriggy Schools merchants can spread the word about Spriggy Schools in the spirit of genuine referral.

By sharing a unique referral code or requesting a demo using a referral code, each of the referring merchant ("Referrer") and the referred merchant ("Referred Merchant") agrees to be bound by these terms and conditions ("Terms").

The eligibility criteria for the Referral Offer for each of the Referrer and the Referred Merchant are set out below ("Eligibility Criteria"). The applicable Eligibility Criteria must be met during the Offer Period:

For a Referrer:

- (a) have a current Spriggy Schools merchant account;
- (b) have no outstanding fees or charges on their merchant account;
- (c) share their unique referral code ("Referral Code") with the Referred Merchant; and
- (d) the Referred Merchant must also satisfy the Referred Merchant's eligibility criteria set out below.

For a Referred Merchant:

- (a) be a new customer. This means the Referred Merchant must not currently have, nor previously have had, an agreement or other arrangement for use of the Spriggy Schools ordering platform;
- (b) request a demo of the Spriggy Schools ordering platform from Spriggy Schools Pty Ltd ACN 650 445 819 ("Spriggy Schools") using the Referral Code provided by the Referrer; and
- (c) enter into a signed agreement with Spriggy Schools for access to and use of the Spriggy Schools ordering platform in respect of one or more facilities in Australia (fees, terms and conditions apply) ("Facility Provider Agreement").

For each Referrer and Referred Merchant that meets the applicable Eligibility Criteria during the Offer Period, the following referral reward will be provided by Spriggy Schools (as applicable):

- (a) For the Referrer, the Referrer will receive AUD\$150 payable by Spriggy Schools. This amount will be credited to the Referrer's Spriggy Schools merchant account by Spriggy Schools within 10 business days after the end of the relevant month in which the Eligibility Criteria are satisfied.
- (b) For the Referred Merchant, Spriggy Schools will waive applicable merchant fees payable by the Referred Merchant under the Facility Provider Agreement for the

first three (3) months of the term of that agreement. Unless otherwise agreed by the parties, the term will commence on the date that both parties have executed a Facility Provider Agreement. After the end of the first three (3) months, fees will be due and payable thereafter in accordance with the Facility Provider Agreement.

These rewards are each referred to in these Terms as "referral rewards". Unless otherwise agreed by Spriggy Schools, the value and nature of the referral reward will be the reward as specified in these Terms at the date the Referrer or Referred Merchant (as applicable) satisfies the Eligibility Criteria during the Offer Period.

To avoid doubt, the eligibility of the Referrer at the time the Referred Merchant meets their Eligibility Criteria and becomes eligible for the referral reward will in no way limit the Referred Merchant's eligibility.

By requesting a demo using the Referral Code, the Referred Merchant agrees and consents to the disclosure to the Referrer of having requested a demo and (if applicable) signing up for a merchant account with Spriggy Schools. You also consent to Spriggy Schools handling your personal information in accordance with its Privacy Policy which you can access at [spriggyschools.com.au/terms](https://spriggyschools.com.au/terms).

Any referrals or activities pursuant to the Referral Offer must comply with these Terms and applicable laws. A merchant must not:

- (a) use the Referral Offer for any purpose other than referring a merchant for which it was intended;
- (b) distribute the Referral Code by bulk email or in a way that may be considered spam, distribution to strangers, or posting on a third party deal or discount site;
- (c) refer itself or sign up for Spriggy Schools using multiple, fictitious or fake details; or
- (d) use the Referral Offer to violate any law (including applicable spam laws), infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, in bad faith, harmful, illegal, hateful, obscene or outside the spirit and intent of the Referral Offer.

A Referrer may refer multiple other merchants under this Referral Offer, subject to the rest of these Terms and the conditions below:

- (a) there is no limit on the number of Referred Merchants that a Referrer may refer;
- (b) a Referred Merchant may only be referred by one Referrer; and
- (c) a Referred Merchant may go on to become a Referrer.

Spriggy Schools may at its sole discretion, acting reasonably, refuse to pay or cancel a referral reward without notice. The reasons for such refusal or cancellation may include, but are not limited to, if:

- (a) Spriggy Schools reasonably believes that the Referrer or the Referred Merchant is acting in a fraudulent or illegal way;

- (b) Spriggy Schools reasonably believes that the Referrer or the Referred Merchant has threatened the security of Spriggy Schools;
- (c) Spriggy Schools reasonably believes that the Referrer or the Referred Merchant's conduct is in breach of these Terms or terms of the applicable Facility Provider Agreement; or
- (d) the Referrer or the Referred Merchant's Spriggy Schools merchant account has been suspended or cancelled.

All of Spriggy Schools' decisions about the Referrer and/or the Referred Merchant's participation in the Referral Offer and eligibility for referral rewards, and the amount of any referral rewards, are final and binding. This offer is not available in conjunction with any other offer (unless Spriggy Schools agrees otherwise).

Spriggy Schools reserves the absolute right to suspend, change, cancel or withdraw the Referral Offer or these Terms (including the conditions or incentive of the offer) at any time without notice. To avoid doubt, the Referral Offer will be honoured for a Referrer or Referred Merchant who satisfies the Eligibility Criteria prior to any such modification or termination of the offer unless there was a violation of these Terms.

This offer is made by Spriggy Schools Pty Ltd. You can contact Spriggy Schools at:

Email: [hello@spriggyschools.com.au](mailto:hello@spriggyschools.com.au)

Website: [www.spriggyschools.com.au](http://www.spriggyschools.com.au)

Post: via the address listed on the website

**Last updated: 27 January 2023**