



The Nutbush Spriggy 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 00.01 AEDT on 18/01/24 and ends at 23.59 AEDT on 11/02/24 (Competition Period).
- Entry is open to residents of Australia who are aged 18 years or over (Eligible Entrants).
- To enter, Eligible Entrants must, during the Competition Period:
 - Create an original video recreating the 'Nutbush' dance, that complies with the Competition Guidelines (see clause 10 below) **(Video)**;
 - Complete the online entry form found at www.spriggy.com.au/nutbush-competition including by entering the entrant's full name, email address, first name of the child(ren) featured in the Video, and by submitting the Video; and
 - Share the Video in a post on the entrant's Instagram or Facebook, tag @spriggyofficial in the post and use the #spriggynutbush.
- Multiple entries are permitted subject to compliance with these terms.
- Each prize consists of AU\$1000 that will be paid into the winners' nominated bank account (Prize). There will be 5 Prizes (one prize per Judging Category, as defined below) and the total recommended retail price prize pool value is AU\$5000.
- Judging will take place at 10:00 AEDT on 28/02/24 at Level 8, 66 King Street Sydney NSW 2000 (Judging Date and Time). All entries by Eligible Entrants will be judged by a panel of three qualified judges individually on their merits against the following judging criteria categories (each a Judging Category):
 - funniest Video;
 - most creative Video;
 - Video with the most pre-planning/effort;
 - Video with the most number of individuals; and
 - Video with the best dressed individual(s).
- The best entry per Judging Category as determined by the judges in their absolute discretion will win the Prize for that Judging Category.
- By entering this Competition, Eligible Entrant's consent that the Promoter may contact them for future marketing and material purposes without payment (see clauses 26 – 28 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 39 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 40 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 1, 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 00.01 AEDT on 18/01/24 and ends at 23.59 AEDT on 11/02/24 (**Competition Period**).

Eligibility to enter

5. Entry is open to residents of Australia who are aged 18 years or over (**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. Additional Parent Users of Spriggy are ineligible to enter.

How to enter

7. To enter, entrants must, during the Competition Period:
 - a. Create an original video recreating the 'Nutbush' dance, that complies with the Competition Guidelines (see clause 10 below) (**Video**);
 - b. Complete the online entry form found at www.spriggy.com.au/nutbush-competition including by entering the entrant's full name, email address, first name of the child(ren) featured in the Video, and by submitting the Video; and
 - c. Share the Video in a post on the entrant's Instagram or Facebook, tag @spriggyofficial in the post and use the #spriggynutbush.
8. Multiple entries are permitted subject to compliance with these terms and conditions.
9. There is no fee to enter this Competition.
10. 'Competition Guidelines':
 - a. The Videos must be the entrant's original work, and not a copy of someone else's

- work;
- b. The Videos 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. Videos must be:
- i. digital;
 - ii. submitted in MOV, MP4 or M4B format;
 - iii. be 1 minute or less in length; and
 - iv. be within the file size limit (200MB).
- d. The Video must feature your child or your children.

Prizes

11. Each prize consists of AU\$1000 that will be paid into the winners' nominated bank account (Prize). There will be 5 Prizes (one prize per Judging Category, as defined below) and the total recommended retail price prize pool value is AU\$5000.
12. All taxes (excluding goods and services tax (**GST**)) which may be payable as a consequence of receiving a Prize are the sole responsibility of the winner.
13. 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 a Prize, except for any liability which cannot be excluded by law.
14. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner arising from, or in connection with, a Prize.

Judging date and time

15. Judging will take place at 10:00 AEDT on 28/02/24 at Level 8, 66 King Street Sydney NSW 2000 (Judging Date and Time). All entries by Eligible Entrants will be judged by a panel of three qualified judges individually on their merits against the following judging criteria categories (each a Judging Category):
 - a. funniest Video;
 - b. most creative Video;
 - c. Video with the most pre-planning/effort;
 - d. Video with the most number of individuals; and
 - e. Video with the best dressed individual(s).
16. The best entry per Judging Category as determined by the judges in their absolute discretion will win the Prize for that Judging Category.

17. This is a game of skill and chance plays no part in determining the winner.

Prize delivery

18. Prizes will be paid or transferred to the winners' nominated bank account within 28 days after the Judging Date.

Prize substitution

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

Winner notification

20. Winners will be notified within 48 hours of the Judging Date in writing by email provided at the time of entry.

21. The names of winners will be published on 01/03/24 at www.spriggy.com.au/nutbush-competition

Unclaimed Prizes

22. All Prizes will be distributed during or after the close of the Competition.

23. 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 or the Promoter in their absolute discretion (**Unclaimed Prize Judging Date**).

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

25. 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

26. Personal information including the entrant's full name, email address and the first name of the child(ren) featured in the Video, 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).

27. By entering this Competition, Eligible Entrant's 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. Eligible Entrants agree 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.

28. 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

29. The Promoter reserves the right to require the entrant to verify that the entry is the entrant's original work. If the Promoter is unable to verify that the entry is the entrant's original work to its satisfaction, the entry will be deemed invalid.
30. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Eligible 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 30.
31. By entering this Competition, entrants grant 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 Video), 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 of royalties or compensation. If requested by the Promoter, entrants agree to sign any further documentation required by the Promoter to give effect to this clause 31.
32. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrant's moral rights, and agree 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.
33. Eligible Entrants consent (and consent on behalf of their child and any other individual included in their Video) to the Promoter using their name, likeness, image and/or voice 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

34. By using and entering this Competition on Instagram or Facebook (as applicable) entrants:
- a. agree to comply with Instagram's or Facebook's terms of use (as applicable);
 - b. release Instagram 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 or Facebook.
35. 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

36. 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.
37. 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.
38. The Promoter reserves the right to request verification of the social media profile, 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.
39. 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, or 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.
40. 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;
 - d. any tax implications; or
 - e. the Prize or use of the Prize.
41. 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.
42. 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](#).