

# Spriggy Schools New Merchants Promotion - Terms and Conditions

## 1 These Terms

### 1.1 What these terms cover

- (a) These terms (**Terms**) apply to the Spriggy Schools merchant fees promotional offer (**Offer**).
- (b) These Terms apply in addition to any other terms and conditions with respect to Spriggy Schools Services. These terms, and any other terms and conditions documentation applicable to you set out the terms of your contract with us.

## 2 The Offer

### 2.1 When these Terms apply

- (a) This Offer is available from 22 August 2025 until 31 December 2025 (**Offer Period**), unless extended or withdrawn.
- (b) By requesting a demo using the promotional code 'LOYALTY25' (**Promo Code**) you agree to be bound by these Terms.

### 2.2 Eligibility Criteria

- (a) To be eligible for the Offer, you must:
  - (i) not be an existing Spriggy Schools Merchant;
  - (ii) request a demo of the Spriggy Schools Services using the Promo Code;
  - (iii) enter into a signed agreement with Spriggy Schools for access to and use of the 'canteen module' (**Facility Provider Agreement**) during the Offer Period;
  - (iv) be actively transacting as a Merchant on the Spriggy Schools 'canteen payment platform' for a minimum of 10 of the 12 months in the 2026 calendar year; and
  - (v) have evidence of the duration of your canteen payment services agreement with your previous provider (for example, a copy of relevant contract or invoices), acceptable to Spriggy Schools in its sole discretion;(an **Eligible Merchant**).

### 2.3 Conclusion of Offer

- (a) Following the conclusion of the Terms of this Offer, Eligible Merchants may be eligible for the 'Spriggy Schools loyalty program', subject to the relevant terms and conditions applicable to the 'Spriggy Schools loyalty program'.

## 3 Offer Reward

### 3.1 Payment of Offer Reward

- (a) Spriggy Schools will pay the Offer Reward to Eligible Merchants subject to these Terms
- (b) Spriggy Schools will make the payment referred to in (a) to the Eligible Merchant's connected settlement account within 60 days from 31 December 2026.
- (c) Spriggy Schools Pty Ltd may clawback the Offer Reward if the merchant does not continue to be live and transacting on the Spriggy Schools 'canteen payment platform' for the period of 1 January 2027 to 31 March 2027.
- (d) The clawback in (c) will be calculated by Spriggy Schools at a rate consistent with transactions from previous months.

### 3.2 Calculation of Offer Reward

- (a) The Offer Reward is the sum of:

$$\frac{\text{Merchant Fees paid in 2026}}{12} * [\text{Total Qualifying Years}]$$

provided that the Offer Reward is capped at the Merchant Fees otherwise payable by the Merchant in 2026.

- (b) For merchants operating at more than one school, the calculation of the Offer Reward in (a) will be made for each school, and the sum of this amount will be the Offer Reward.
- (c) In these Terms:
  - (i) **Merchant Fees** means the merchant service fees payable by you to Spriggy Schools under your Facility Provider Agreement, excluding third-party gateway/scheme fees, chargebacks, refunds and adjustments; and
  - (ii) **Total Qualifying Years** means the total number of full calendar years immediately preceding the commencement of your Facility Provider Agreement, during which you maintained a canteen payment services agreement with your previous provider, as evidenced by documentation

acceptable to Spriggy Schools in its sole discretion.

### 3.3 Refusal of Offer Reward

- (a) Spriggy Schools may at its discretion, refuse to pay or cancel an Offer or Offer Reward without prior notice to you. Spriggy Schools will act reasonably when exercising this right.
- (b) The reasons for a refusal or cancellation referred to in (a) may include, but are not limited to:
  - (i) Spriggy Schools reasonably believing that you are acting in a fraudulent or illegal way;
  - (ii) Spriggy Schools reasonably believing that you have threatened the security of Spriggy Schools;
  - (iii) Spriggy Schools reasonably believing that your conduct is in breach of these Terms or terms of the applicable Facility Provider Agreement; or
  - (iv) your Spriggy Schools Merchant Account has been suspended or cancelled.

## 4 Variation and Revocation of these Terms

### 4.1 Variation and revocation

- (a) Spriggy Schools has the right to suspend, cancel or revoke the Offer or these Terms at any time without prior notice to you. A suspension, cancellation or revocation of these terms will be notified on the Spriggy Schools' website [www.spriggyschools.com.au](http://www.spriggyschools.com.au).
- (b) If the Offer is revoked:
  - (i) you will remain entitled to any Offer Reward accrued in accordance with these Terms up to the date of revocation, except if you breach these Terms; and
  - (ii) the Offer Reward referred to in (i) will be paid on the next scheduled payment date under **section 3.1(b)**.
- (c) Spriggy Schools may vary these Terms without prior notice to you. A variation of these terms will be notified and made available on the Spriggy Schools website.
- (d) These Terms remain in place until cancelled or revoked by Spriggy Schools.

### 4.2 Spriggy Schools' decisions

Spriggy Schools' decisions about your participation in the Offer, eligibility for any Offer Reward, and the amount of any Offer Reward, are final and binding, except where required by the operation of a Law or an order of a Court.

## 5 General

- (a) By requesting a demo using the Promo Code, you consent to Spriggy Schools handling your personal information in accordance with its Privacy Policy, which is available at <https://www.spriggyschools.com.au/terms>.
- (b) This Offer is not available in conjunction with any other promotional offers or promotional fee arrangements.
- (c) These Terms constitute the entire agreement between you and Spriggy Schools relating to the Offer and supersede any previous terms.
- (d) If any provision of these Terms is held to be unenforceable, that provision will be severed and the remaining provisions will remain in force.
- (e) These Terms are governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts and tribunals in that State.

## 6 Definitions

Capitalised words in these Terms have the following meanings, where otherwise not defined in these Terms.

<b>Merchant</b>	means Spriggy Schools merchants, which are referred to as 'facility providers' under a Facility Provider Agreement.
<b>Merchant Account</b>	means a Spriggy Schools 'facility account' held by Merchants under a Facility Provider Agreement.
<b>Spriggy Schools, we, us, our</b>	means Spriggy Schools Pty Ltd ACN 650 445 819.
<b>Spriggy Schools Services</b>	means the services provided by Spriggy Schools under a Facility Provider Agreement.
<b>You, your</b>	means the Merchant.

