

Spriggy Schools Merchant Loyalty Program - Terms and Conditions

1 These Terms

1.1 What these terms cover

- (a) These terms (**Terms**) apply to the Spriggy Schools promotional loyalty program 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 revoked by Spriggy Schools (**Offer Period**). See **section 4.1(a)** below regarding the revocation of this Offer.
- (b) By accepting the payment of the Offer Reward, you agree to be bound by these Terms.

2.2 Eligibility Criteria

- (a) To be eligible for the Offer, you must:
 - (i) be an existing Spriggy Schools Merchant;
 - (ii) have access to and use the Spriggy Schools Services in Australia (subject to a separate Facility Provider Agreement);
 - (iii) be actively transacting as a Merchant for a minimum of 10 of the 12 months in the Qualifying Year of the Offer Reward; and
 - (iv) not be benefitting from any other promotional offers or promotional fee arrangements (including custom terms) with Spriggy Schools;(an **Eligible Merchant**).

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 nominated bank account within 60 days from 31 December of the previous year.

3.2 Calculation of Offer Reward

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

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

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

- (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;
 - (ii) **Qualifying Year** means a calendar year during which you were an Eligible Merchant; and
 - (iii) **Total Qualifying Years** means the total number of full calendar years prior to and including the Qualifying Year of the Offer Reward during which you were an Eligible Merchant.

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.
- (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) The Offer is not available in conjunction with any other promotional offers or promotional fee arrangements.
- (b) These Terms constitute the entire agreement between you and Spriggy Schools relating to the Offer and supersede any previous terms.
- (c) If any provision of these Terms is held to be unenforceable, that provision will be severed and the remaining provisions will remain in force.
- (d) 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.

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