

## Nimble 'Year of the Rabbit' Competition

This Schedule sets out the details for the Promotion and must be read together with the Terms and Conditions (which follow the Schedule).

<b>Promotion</b>	Nimble 'Year of the Rabbit' Competition
<b>Promoter</b>	Nimble Australia Pty Ltd ABN 91 135 501 807 (Australian Credit Licence Number 386010)
<b>Promoter's Head Office</b>	Nimble Australia Pty Ltd Level 6, 12-14 Marine Parade Southport, QLD 4215
<b>Promoter's Contact</b>	Denise Coelho (dcoelho@nimble.com.au)
<b>Promotional Period</b>	Start Date: 22 January 2023 at 00:00 AEST End Date: 19 February 2023 at 23:59 AEST
<b>Prize Draw Date</b>	22 February 2023 at 16:00 AEST
<b>Prize Claim Date</b>	24 February 2023 at 16:00 AEST
<b>Eligible Entrants</b>	Entry is only open to Australian residents who are 18 years and over and, as at the Start Date: <ol style="list-style-type: none"> <li>1. Nimble members who are a party to a current Loan Agreement with the Promoter, and who are not in default under that Loan Agreement at the time of Entry and at the Prize Draw Date (<b>Active Entrants</b>); or</li> <li>2. Nimble members who have previously borrowed and repaid, in full, a loan (or loans) with the Promoter (<b>Inactive Entrants</b>); or</li> <li>3. Any other entrant who has supplied their contact details to the Promoter (whether through a partially completed credit application with the Promoter or through following the Entry Procedure only, but who has not previously been a party to a Loan Agreement with the Promoter (<b>Other Entrants</b>).</li> </ol>
<b>Social Media Account Requirement</b>	Nil
<b>Relevant State(s)</b>	All States and Territories
<b>Permit Number(s)</b>	N/A
<b>Entry Procedure</b>	To enter the Promotion, an Entrant must, during the Promotional Period, send an email to <a href="mailto:competitions@nimble.com.au">competitions@nimble.com.au</a> and answer the competition question, "If you were stuck on a paddleboard and you could only take three things, what would they be?"
<b>Multiple Entries</b>	Limit of one (1) Entry per Entrant permitted during the Promotional Period.
<b>Prize</b>	\$200 cash per Winner deposited into the nominated bank accounts of each of the five (5) Winners.
<b>Total Prize Pool</b>	\$1000
<b>Winner</b>	Means the Eligible Entrant judged to win a Prize based on the Method of Draw (regardless of whether they are an Active Entrant, Inactive Entrant or Other Entrant).
<b>Method of Draw</b>	The winning entries will be the Eligible Entrants who satisfy the Entry Procedure and are determined by the Promoter, on the Draw Date at the Promoter's Head Office, to have most humorously answered the promotional question. This is a game of skill and chance plays no part in determining the Winner.
<b>Number of Winners</b>	5
<b>Winner Notification Procedure</b>	The Winners will be contacted individually by email or telephone using the contact details on file with the Promoter within two (2) business days of the Prize Draw Date. The Winners do not need to be present at the time of drawing.
<b>Claim Instructions</b>	In the event that the Winner is: An Active Entrant, the prize will be transferred via electronic funds transfer to the Winner's nominated bank account, shortly after the Prize Draw Date; and An Inactive Entrant or Other Entrant, the prize will be transferred via electronic funds transfer to the Winner's nominated bank account, shortly after that Winner has confirmed their nominated bank account details.
<b>Special Conditions</b>	Nil
<b>Preparation Date</b>	The Schedule was prepared on 20 January 2023.

By entering into the Promotion, you agree to the following Terms and Conditions.

### 1. General Information

- a. Information on how to enter and the Prize form part of these Terms and Conditions. All entries must comply with these Terms and Conditions to be valid.
- b. Entrants are responsible for ensuring their familiarity with the Terms and Conditions at the time of participation. The Promoter's decision not to enforce its rights on any specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of those rights, restrictions or of the Terms and Conditions generally.
- c. All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if that occurs.
- d. If applicable, the Promoter has obtained the Permit Number(s) necessary to operate the Promotion in the Relevant State(s).
- e. The Promoter's decision in relation to any aspect of these Terms and Conditions is final and binding on every Entrant. No correspondence will be entered into. Prizes will only be awarded following any winner validation and verification that the Promoter requires.
- f. Nothing in the Terms and Conditions limit, exclude or modify 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 similar consumer protection laws.
- g. A request by an Entrant to modify any information provided should be directed to the Promoter in writing.

## **2. Entrants and Requirements**

- a. Entry is open to individual Entrants who must enter in their own name.
- b. Employees of the Promoter, including all staff and their immediate families, are not eligible to enter.
- c. The Promoter has the right to verify the validity of entries and Entrants (including age and place of residence) and to disqualify any Entrant who:
  - i. submits an Entry that is not in accordance with these Terms and Conditions; or
  - ii. engages in any unlawful or other improper conduct which jeopardises the proper conduct of the Competition or tampers with the Entry Procedure.

## **3. How to Enter**

- a. An Entrant must, during the Promotion Period, follow the Entry Procedure.
- b. Any rude, defamatory, offensive, illegal, incomprehensible, incorrect or incomplete Entries (all of which will be at the absolute discretion of the Promoter), or which breach any law or infringe on any third-party rights, including intellectual property rights will be invalid and may be deemed ineligible by the Promoter in its absolute discretion.
- c. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an Entrant or occurring during transmission.
- d. Entries are deemed to be received at the time of receipt by the Promoter.

#### **4. Prize Draw and Notification of Winners**

- a. On the Prize Draw Date, the Promoter will select the Winner(s) in accordance with the Method of Draw and these Terms and Conditions.
- b. The Winner(s) will be contacted in accordance with the Winner Notification Procedure and will remain published for a period of time determined by the Promoter in its absolute discretion.
- c. If there is a dispute as to the identity of an Entrant or Winner(s), the Promoter reserves the right, in its absolute discretion, to determine the identity of the Entrant or Winner(s).
- d. If a Prize is won by an Eligible Entrant who does not claim their Prize by the Prize Claim Date and the Promoter has taken all reasonable steps to deliver the Prize to that Winner, a replacement Winner will be selected based on the Method of Draw from all remaining Eligible Entries received in the Promotion. Any replacement Winner drawn in accordance with this clause will be notified by the Winner Notification Procedure. The Prize remains the property of the Promoter until claimed by the Winner.

#### **5. Prize**

- a. The Winner(s) will receive the Prize specified in the Schedule. The Prize is to be taken 'as is' and without any kind of warranty or customisation.
- b. The Total Prize Pool is specified in the Schedule.
- c. If the Prize (or part thereof is unavailable), for any reason, the Promoter, in its absolute discretion, reserves the right to substitute and or vary the Prize (or part thereof) with a Prize to the equal value and or specification, subject to any discretion from a State and/or Territory regulatory authority where necessary.
- d. The Prize or any unused portion of the Prize is not transferable or exchangeable and cannot be taken for cash. If for any reason a Winner does not take a Prize (or any portion of that Prize) by the time stipulated by the Promoter, the Prize (or any unused portion of that Prize) will be forfeited.
- e. All Promotion advertisements depicting or describing the Prizes and trademark references are illustrative rather than definitive and do not imply any association with the Promoter.

#### **6. Privacy**

- a. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the Entrant electronically.
- b. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://nimble.com.au/policy/privacy/web.html>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

- c. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

## **7. Costs**

- a. The Entrant is responsible for any costs associated with winning a Prize or, with accessing the Promotion website or Page and is dependent on the internet service provider used.
- b. Any tax liability arising because of accepting any Prize is the Winner's responsibility.

## **8. Intellectual Property**

- a. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a Winner in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any manufacturer, distributor and/or supplier used by the Promoter.

## **9. No liability**

- a. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and related bodies corporate) bears no responsibility for any liability (including negligence), any personal injury, or any loss or damage (including loss of opportunity) whether directly, indirectly or consequentially arising in any way out of:

- i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- i. any theft, unauthorised access or third-party interference;
- i. 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 outside the Promoter's control;
- i. any tax liability incurred by the Winner(s) or any Entrant; or
- i. the taking of and redemption of the Prize.

- a. If for any reason the Promotion is:

- i. interfered with in any way; or
- i. not capable of being conducted as reasonably anticipated outside the Promoter's control (including infection by computer virus/bugs, network failure, tampering, unauthorised intervention, fraud or any other causes), which is outside the Promoter's control and corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion,

the Promoter reserves the right in its absolute discretion to take any action available, including cancelling, terminating, modifying, suspending or extending this Promotion.

- c. If the Promoter suffers loss or incurs any costs resulting from any breach of the Terms and Conditions or any other legal obligation of the Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
- d. The laws of Australia apply to this Promotion, Entrants submit to the exclusive jurisdiction of the

courts of Australia.