

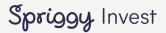
# Spriggy Invest Gift Card Terms & Conditions

Version 1.0 | December 2021

# SPRIGGY INVEST GIFT CARD TERMS OF USE

The Spriggy Invest gift card is issued by Spriggy Invest Pty Ltd (ACN 639 671 926 AR 1283837) (we, us, our or Spriggy Invest) and is subject to the following terms and conditions and any other directions or rules for use of the Spriggy Invest website and accompanying mobile application that may apply from time to time (collectively, terms).

Please read these terms carefully. If you have any questions, please contact us so we can clarify and update anything that is unclear. By purchasing this gift card, you agree to and are bound by these terms.



#### 1. IMPORTANT INFORMATION

### **General and Exemptions**

The Spriggy Invest Gift Card allows a person (the **purchaser**) to purchase a gift card to send to an intended recipient (the **recipient**). The Spriggy Invest Gift Card entitles the recipient to use the stored value in the Spriggy Invest Gift Card to apply to purchase units in one of the investment options promoted by Spriggy Invest and managed by Cache Investment Management Pty Ltd (ACN 624 306 430 AFSL 514 360) (**Cache**), at the current issue price when the recipient redeems the stored value.

Recipients of the Spriggy Invest Gift Card can use the stored value of the Spriggy Invest Gift Card only to purchase interests in one of the investment options managed by Cache and promoted by Spriggy Invest, as set out in the Product Disclosure Statement for the Spriggy Invest Fund ARSN 643 467 270 (Fund) (each an investment option).

The Fund is a managed investment scheme, structured as an Australian unit trust and registered with the Australian Securities and Investments Commission under the Corporations Act 2001 (Cth). Each investment option is a class of unit in the Fund, and there are several classes of units in the Fund. Melbourne Securities Corporation Limited is the Responsible Entity of the Fund and the issuer of the units in the Fund (the **Responsible Entity**).

Although the Spriggy Invest Gift Card can be used to purchase interests in one of the investment options, the Spriggy Invest Gift Card itself is neither an interest in, nor an option to acquire by way of issue, an interest

## Minimum Purchase Amount

The minimum value which can be purchased with a Spriggy Invest Gift Card is \$50.

### **Maximum Purchase Amount**

The maximum value which can be purchased with a Spriggy Invest Gift Card is \$500.

### Fees

There is a \$2 transaction fee for each Spriggy Invest Gift Card. Payment of this transaction fee entitles the redeemer to redeem stored value without the obligation to pay a separate fund contribution fee. For the avoidance of doubt, this fee is not deducted from the stored value of the Spriggy Invest Gift

Card and is payable by the purchaser at the time of purchase of the Spriggy Invest Gift Card.

There are no other fees associated with the Spriggy Invest Gift Card.

### Virtual Gift Card

The Spriggy Invest Gift Card is virtual only. We will email the purchaser of the Spriggy Invest Gift Card with the Spriggy Invest Gift Card and gift card code, which they can then share with the recipient. We do not offer any physical Spriggy Invest Gift Cards and we will not email the Spriggy Invest Gift Card to anyone other than the purchaser.

### Redeeming your Spriggy Invest Gift Card

The Spriggy Invest Gift Card can only be redeemed by a redeemer who has a Spriggy Invest Account. For information on how to set up an account, see https://www.spriggyinvest.com.au/.

To redeem any amount stored on the Spriggy Invest Gift Card, the recipient will need to enter the gift card code that was emailed to the purchaser when the Spriggy Invest Gift Card was issued.

See section 6 below in relation to lost or stolen Spriggy Invest Gift Cards or gift card codes.

### **Redemption Limits**

The Spriggy Invest Gift Card is subject to the following 'Redemption Limit' imposed on the redeemer:

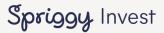
 The total value of Spriggy Invest Gift Cards which can be redeemed by a single user in a three month period is limited to \$2,000.

Where a redeemer reaches the Redemption Limit in a three month period, they will need to either:

- wait up to an additional three months to redeem the stored value on a Spriggy Invest Gift Card in the following quarterly period; or
- elect to have the value of the Spriggy Invest Gift Card refunded back to the original purchaser of the Spriggy Invest Gift Card (see section 4 below).

### Not redeemable for cash

The Spriggy Invest Gift Card may not be exchanged, wholly or in part, for cash. For the avoidance of doubt, this includes



that the stored value in a Spriggy Invest Gift Card cannot be withdrawn in cash.

### No partial redemption

The value loaded onto a Spriggy Invest Gift Card must be redeemed in a single investment (that is, there is no option for partial redemption of the stored value of a Spriggy Invest Gift Card).

A Spriggy Invest Gift Card can only be used by a single redeemer and there are no top-up options available to increase the value of a Spriggy Invest Gift Card once it is issued.

## **Expiry**

The Spriggy Invest Gift Card is valid for three years from the date it is purchased, or until the value has been redeemed, whichever occurs first. The purchase date will be shown on the Spriggy Invest Gift Card.

If, after three years, the value on this Spriggy Invest Gift Card has not been redeemed, those funds may be forfeited to Spriggy Invest, in its absolute discretion.

# Product Disclosure Statement and Target Market Determination

When purchasing the Spriggy Invest Gift Card, the purchaser should consider the <u>Product Disclosure Statement</u> (**PDS**) and <u>Target Market Determination</u> (**TMD**) for the Fund which sets out each of the investment options for which the Spriggy Invest Gift Card can be redeemed and their target market.

When redeeming a Spriggy Invest Gift Card, the recipient should consider the PDS and TMD for the investment option in which they intend to acquire an interest. The PDS and TMD contain important information in relation to the investment options that will enable the recipient to decide which financial product to apply for.

# 2. PURCHASING A SPRIGGY INVEST GIFT CARD FOR A CHILD

The value contained on a Spriggy Invest Gift Card can only be redeemed for an investment in one of the investment options by individuals of at least 18 years of age (**redeemer**).

If a Spriggy Invest Gift Card is purchased for a child, the child's parent or guardian will be required to create a Spriggy Invest Account and invest on the child's behalf, and is taken to be the recipient of the Spriggy Invest Gift Card and gift card code in

these terms and conditions.

The child will not have any legal title or associated rights in the Spriggy Invest Gift Card or investment in the relevant investment option in the Fund that the gift card is used to acquire.

#### 3. NO COOLING OFF RIGHTS

There are no change of mind refunds or refunds for incorrect purchase amounts available to purchasers of a Spriggy Invest Gift Card.

The limited circumstances in which a refund is available are set out in section 4.

# 4. WHEN THE VALUE OF A SPRIGGY INVEST GIFT CARD CANNOT BE REDEEMED

The terms and conditions of the investment options govern acceptance of applications to invest in the Fund and accordingly, these terms and conditions will limit the use of the Spriggy Invest Gift Card for those purposes.

There are circumstances where recipients of a Spriggy Invest Gift Card will be unable to redeem it for an interest in the investment options. Those circumstances include:

- where the recipient is under the age of 18 (see section 2 above):
- where the recipient does not meet Cache's Know-Your-Customer (KYC) requirements; or
- where the recipient has reached the Redemption Limit in a three month period (see section 1 above).

The Responsible Entity also has a discretion to reject applications to acquire an interest in the Fund.

# Refunds

Where a recipient does not meet Cache's KYC requirements, or the Responsible Entity of the Fund otherwise rejects the recipient's application to acquire interests in the Fund, the recipient can request that the value loaded onto the Spriggy Invest Gift Card be refunded to the original purchaser of the Spriggy Invest Gift Card.

A recipient can also request that the stored value in a Spriggy Invest Gift Card be refunded if they have reached the



Redemption Limit.

The stored value in a Spriggy Invest Gift Card can only be refunded to the original purchaser using the same payment method used to purchase the Spriggy Invest Gift Card. To request a refund, contact a member of our support team (see section 5).

Spriggy Invest will process refund requests made in accordance with this section 4 within 14 days.

### **5. CONTACTING US AND COMPLAINTS**

If you have any feedback, questions or concerns in relation to these terms of use, please contact our customer support team at:

Spriggy Invest

Level 7, 249 Pitt St, Sydney NSW 2000

hello@spriggyinvest.com.au

1300 868 194

# 6. MISCELLANEOUS

# Suspected fraud

Should Spriggy Invest reasonably suspect any fraud or suspicious activities relating to a Spriggy Invest Gift Card, Spriggy Invest may refuse to redeem, or restrict the use of the Spriggy Invest Gift Card until we are reasonably satisfied that no fraud has occurred.

# **Protecting your Spriggy Invest Gift Card**

To protect a Spriggy Invest Gift Card and gift card code, the purchaser should:

- keep a copy of the email sent to you by Spriggy Invest, enclosing the Spriggy Invest Gift Card and gift card code; and
- only share the Spriggy Invest Gift Card and gift card code with the intended recipient, or where the intended recipient is a child, with the intended recipient's legal guardian/s.

#### Lost or stolen Gift Cards

Spriggy Invest is not liable for any lost or stolen Spriggy Invest Gift Cards or gift card codes. Please contact us immediately if your gift card code has been lost or stolen.

Lost or stolen Spriggy Invest Gift Cards or gift card codes will only be re-issued if satisfactory evidence of the loss is provided to Spriggy Invest, and the Spriggy Invest Gift Card has not been redeemed.

Spriggy Invest can only notify the original purchaser of any re-issued Spriggy Invest Gift Card code by sending the original purchaser an email enclosing it. We cannot send the gift card code to any other party, including the intended recipient of the Spriggy Invest Gift Card (and/or if the intended recipient is a child, their parent or guardian).

Spriggy Invest does not charge a fee to re-issue the Spriggy Invest Gift Card or gift card code to the original purchaser.

### **Australian Currency**

All references to '\$' are a reference to Australian currency.

## Changes to these terms

We reserve the right to change these terms at any time.

Except where we are required by a law or any relevant industry Code to do so, you will not receive advance personal notice of such changes. Changes will be notified by posting the updated version of the terms via <a href="https://www.spriggyinvest.com.au/terms">www.spriggyinvest.com.au/terms</a>.

# **Governing law**

These terms are governed by the laws of New South Wales.