

Terms & Conditions

Part A – FLX design a FLX mascot competition December 2022

The terms and conditions for this customer competition (**Competition**) are comprised of the details in Part A below and the related terms and conditions set out in Part B and Part C (together the **“Terms”**).

Competition Details	
Competition Title	FLX design a FLX mascot competition 2022
Promoter	This competition is promoted by: Inloop Pty Ltd, trading as Flexischools (ACN 114 508 771) Ground Floor, Watermark Building, 5 Victoria Parade Manly, NSW 2095 Phone: 1300 361 769
Who may enter the competition? (Eligible Entrants)	Entry is open to residents of Australia over the age of 18, who are the parent or legal guardian of a child aged 4 years to 17 years (“Entrant”). Employees of the Promoter and their immediate family members, as well as employees of any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Immediate family means any of the following: spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, Entrant must be residing in Australia at the time of entry.
Competition Period	The Competition: <ul style="list-style-type: none">• commences at 8:00 am (AEDST) on Monday 12 December 2022 and• closes on 23:59PM (AEDST) on Thursday 12 January 2023
How to enter	Eligible Entrants must complete the following steps during the Competition Period: <ol style="list-style-type: none">1. Upload a scanned image of their child's artwork of an idea for a mascot for FLX (the “Artwork”) to: https://inloop.tfaforms.net/f/FLX_Mascot_Competition2. Complete the entry form at the link above, providing the following identifying information:<ul style="list-style-type: none">• Parent Name (First, Last)• Parent Contact (email and mobile)• Child First Name only (the “Artist”)• Artist's age category• Artist's school name, school suburb and school state3. Check the box indicating acceptance of the Competition's terms and conditions, (together an “Entry”).

Terms & Conditions

Entry validity requirements	<p>To be valid, Entries must include Artwork that:</p> <ul style="list-style-type: none"> • is the original work of the Artist who is the child/ward of the Entrant, and not of any other person. 'Collaborative artwork' or artwork drawn by multiple individuals will not be accepted; • has not been previously published or entered in any other contest; • does not infringe any third-party rights; • is not computer-generated, digitally or electronically created, or made by collage or cut-out. 	
Age Categories	<p>Entrants must submit their Entry into one of the following two Age Categories, determined by the Artist's age as at 12 December 2022:</p> <ul style="list-style-type: none"> • Artists aged 4-8 years • Artists aged 9-17 years 	
Prize(s)	<p>There will be ten (10) prize winners, consisting of:</p> <ul style="list-style-type: none"> • Two (2) Major Prize winners (one from each Age Category), and • Eight (8) Runner Up Prize winners (four from each Age Category). <p>Total prize pool value is \$3650.</p>	
	<p>Major Prizes (x2)</p> <ul style="list-style-type: none"> • \$25 FLX membership for 1 year only with \$100 loaded to the FLX Account* (\$125 value) • \$1000 (RRP) Life of Colour Super Kit (\$1000 value) <p>\$1125 total value per prize</p>	<p>Runner Up Prizes (x8)</p> <ul style="list-style-type: none"> • \$25 FLX membership for 1 year only, with \$50 loaded to the FLX Account* (\$75 value) • \$100 (RRP) Life of Colour Art Kit (\$100 value) <p>\$175 total value per prize.</p>
	<p>FLX Prizes - Winners and Runners Up</p> <p>The Promotor's offering of the FLX membership and value loaded to the FLX Account for Major Prize winners and Runner Up Prize winners (indicated by the asterisk (*) above is subject at all times, to clause 2 of Part C of these Terms.</p>	
Maximum number of entries per Eligible Entrant.	<p>Eligible Entrants can enter as many times as they wish, provided they submit a unique Artwork with each entry.</p>	

Terms & Conditions

Judging criteria	The artworks be judged based on their creativity, originality and skill.
Judging process	<p>Stage 1 – Shortlisting The Promoter will select what it considers to be the best 5 Artworks from each Age Category based on the Judging Criteria and these will be the Shortlist (Shortlist).</p> <p>There will be 10 Artworks in total on the Shortlist.</p> <p>Stage 2 – public judging The Promoter will host an online poll for members of the public to determine the final Winner from each Age Category, from the Shortlisted Artworks.</p> <p>Voters will be asked to select the best Artwork based on the judging criteria.</p> <p>There will be two final winners (one from each Age Category), determined by which Artwork receives the most votes in the online poll (Final Winners).</p> <p>Any votes from Entrants will not be included in the vote count (determined by email address of voter).</p> <p>In the event of a tie, or if the result of the online poll is not conclusive, the final Winner(s) will be determined in the Promoter's sole discretion, based on the Judging Criteria.</p>
Prize Allocation	<ul style="list-style-type: none"> • The two final winners will receive the Major Prizes. • All remaining Shortlisted Entrants will receive a Runner Up prize.
Draw date	<p>Shortlisting</p> <ul style="list-style-type: none"> • The Promoter will conduct initial judging to select the Shortlist on or around Friday 13 January 2023. <p>Public Judging</p> <ul style="list-style-type: none"> • The online poll for selecting the final winners will be open from 16 January 2023 at 10:00 am (AEDST) and will close at 11:59 (AEDST) on 22 January 2023.
Prize winner notification	<ul style="list-style-type: none"> • Shortlisted Entrants will be notified that they have been shortlisted, by email or phone, on or around 13 January 2023. • Shortlisted Entrants will be published on the Flexischools website at Flexischools.com.au and on the Promoter's social media accounts, from 16 January 2023.

Terms & Conditions

	<ul style="list-style-type: none"> Before 24 January 2023: <ul style="list-style-type: none"> the final two winners will be notified by email or phone that they are the final winners and will receive a Major Prize; and, the remaining eight Shortlisted Entrants will be notified they are a Runner Up and will receive a Runner Up prize. final Winners will be published on the Flexischools website at Flexischools.com.au and on the Promoter's social media accounts, from 24 January 2023.
Unclaimed Prizes	In the event that a prize is not claimed by 15 February 2023 the Promoter will distribute the relevant art pack to an Australian primary school of its choice, and make a donation of the cash equivalent of the FLX prize component (membership and FLX Account load value) to the P&C/P&F at an Australian primary school of its choice.

Part B - Terms & Conditions for design a FLX mascot competition

- These "terms & conditions" contained in Part B apply to the game of skill described in Part A. Capitalised terms not otherwise defined in this Part B will have the meaning given to them in Part A.
- The Competition will be conducted by the Promoter during the Competition Period specified in Part A.
- The Terms may be amended or replaced by the Promoter in its absolute discretion and at any time. Any amended terms will be posted online at www.flexischools.com.au.
- Entry into the Competition as described in Part A is deemed acceptance of the Terms (as amended from time to time).
- Entry is open only to residents of Australia who comply with the additional entry restrictions specified in Part A.
- To enter the Competition, the entrants must, during the Competition Period, follow the entry method and instructions specified in Part A.
- Each entrant is responsible for notifying the Promoter of any changes to his/her email address or phone number during and after the Competition Period.
- In accordance with Part A, the Competition is a game of skill and each validly submitted entry will be judged in accordance with the Judging Criter in accordance with Part A.
- A decision of the Promoter in relation to the conduct of the Competition, including the selection of winning entries, or the poll results, is binding and conclusive.
- Winners will be notified by phone and/or email in accordance with the details specified in Part A. Each entrant consents to the Promoter publishing details of a winner on its website or via its social media accounts if the Promoter chooses to do so.
- Prize winners will be announced, and prizes may be claimed in accordance with Part A and Part C of the Terms.
- Other than in accordance with clause 2 of Part C, prizes are not transferable or redeemable for cash or for any other prize/s.
- If the prize includes vouchers or other gift cards that contain expiry dates, the prize is valid until the expiry date specified on the voucher or card and is subject to the conditions stipulated by the voucher or card provider. Such prizes cannot be redeemed for further vouchers or tickets and are not exchangeable for cash.

Terms & Conditions

14. It is a condition of accepting the prize that any winner (Winner or Runner Up) may be required to sign a legal release, or assignment of Intellectual Property Rights, in a form determined by the promoter in its absolute discretion.
15. By accepting the prize, the winners (Winner or Runner Up) agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed.
16. The Promoter may, in its absolute discretion, disqualify:
 - a. The entry of any Entrant who does not provide proof if asked, of meeting the eligibility criteria or otherwise as requested in accordance with Part C;
 - b. any entry which is not original, is not completed in accordance with these Terms, infringes the intellectual property rights of any third party, contains any objectionable or poor-quality content, or has the potential to damage the reputation of any person; or
 - c. any individual who tampers with the entry process, submits an entry that is not in accordance with the Terms, or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to, or is likely to, adversely affect the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter.
17. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the prizes, to cancel or vary the Competition, or cancel, vary or withdraw its prizes. If the Promoter cancels or varies a competition, or cancels, varies or withdraws its prizes, the Promoter is not:
 - a. liable to any person for any costs, loss or damage whatsoever arising out of, or in connection with, such cancellation, variation or withdrawal; or
 - b. required to conduct the Competition at any other time.
18. The Promoter accepts no responsibility for late, lost, incorrectly submitted or misdirected entries, for any technological malfunction or failure, Internet traffic congestion, or for outdated or incorrect contact details by which the entrant cannot be contacted during business hours on relevant dates.
19. Except for any liability that cannot by law be excluded, including the non-excludable guarantees under the Competition and Consumer Act or similar consumer protection laws in Australia, the Promoter (including their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition and:
 - 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 or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in prize value to that stated in these Terms
 - e. any tax liability incurred by a prize winner or entrant; or
 - f. use of any prize.
20. Any information or material provided by entrants to the Promoter when entering the Competition will be used by the Promoter for the purpose of promoting the Competition and its purpose, conducting the Competition, administering the prizes and as otherwise specified in these Terms.
21. The Promoter may use any personal information made available as part of these Terms in accordance with these Terms or otherwise in accordance with its privacy policy available at the following website: <https://www.flexischools.com.au>. Entrants may access and correct their personal information held by the Promoter upon request to the Promoter, and unsubscribe from any marketing materials from the Promoter using the relevant unsubscribe link in the message.

Terms & Conditions

Part C – Additional Terms for design a FLX mascot competition

1. These “Additional Terms for design a FLX mascot competition” contained in Part C apply to the game of skill described in Part A. Capitalised terms not otherwise defined in this Part C will have the meaning given to them in Part A.

2. FLX PRIZES

- a) The Promotor’s offering of the FLX membership and value loaded to the FLX Account for Major Prize Winners and Minor Prize Winners is subject at all times, to the following:
 - (i) FLX is a pre-paid debit card and savings app. FLX is issued by the Promoter InLoop Pty Ltd ABN 27 114 508 771 AFSL 471558 (trading as Flexischools) and the FLX Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd.
 - (ii) Winners and Runners Up will be contacted by the Promoter and provided with further information, including the relevant Product Disclosure Statements, and Target Market Determinations from the FLX product issuers, and product full terms and conditions, which are available at www.flexischools.com.au/FLX for the FLX and Flexischools products. Any advice the Major Prize Winners and Minor Prize Winners receive in relation to FLX and Flexischools will be general in nature, and they will be required to consider whether Flexischools and FLX are right for them, and whether they wish to accept these components of the prize.
 - (iii) If the Winners and Runners Up decide, having considered the PDS and TMD documents, and the product information and full terms, that FLX and Flexischools are not right for them, the full value of the FLX components of the prize (indicated above with an asterisk* and being AU\$125 for Winners, and AU\$75 for Runners Up) will be given to the relevant winners as a pre-paid gift card.
 - (iv) Any FLX membership accepted as a prize will include only one (1) year membership which will not be renewed unless at the option, and cost, of the parent. This will not automatically rollover.
 - (v) In acceptance of the prize, the Winners and Runners Up acknowledge that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner/Runners Up.

3. USE OF FLX MASCOT DESIGN

Entrants agree that, notwithstanding that an Entrant may become a Winner in accordance with these Terms, the Promoter is under no obligation to use any Artwork for the purpose of promoting its products or services.

4. LICENCE TO USE INTELLECTUAL PROPERTY RIGHTS

- a) Each Entrant grants the Promoter a royalty-free, worldwide, sub-licensable, non-revokable licence to use the Artwork submitted in their Entry for any purpose, including (but not limited to) displaying on any website, promoting the products and services of the Promoter and any future promotion, marketing or publicity purposes including in respect of financial services and products.
- b) The Promoter reserves the right to require any Entrant to enter into any documentation, including on behalf of any minor they are the legal guardian of, on terms acceptable to the Promoter that reflects this obligation.



Terms & Conditions

- c) The Promoter reserves the right, to seek verification (including by contacting an Entrant and/or Nominee) of the identity and other particulars of Entrants and Nominees (including but not limited to the Nominee's identifying documentation,) and to verify that an entry is made in accordance with these Terms.

5. WINNERS – ASSIGNMENT OF RIGHTS

- a) In consideration of the Major Prize, each Entrant who becomes a Winner agrees, and agrees on behalf of the Artist:
 - (i) to assign all proprietary rights (including intellectual property rights and moral rights) they, or the works' creator (the Artist) have in the Artwork in their Entry to the Promoter, and revoke any licence previously granted;
 - (ii) that in accordance with the rights assigned to the Promoter in Part C 5(a)(i), the Promoter has the right to alter the design or content of the Artwork, and use the Artwork for any purpose, including for use on or in relation to the promotion of pre-paid cards and savings app, and across any communication or marketing platform owned or used by the Promoter, including for making derivative works;
 - (iii) Entrant and Artist agree that any final FLX Mascot design may be art that is based on the entry but modified at the Promoter's sole discretion;
 - (iv) Entrant and Artist also agree that notwithstanding an Entrant becoming a Winner, the Promoter is under no obligation to use their winning Artwork as a FLX Mascot; and,
 - (v) to enter into any documentation, including on behalf of any minor they are the legal guardian of, on terms acceptable to the Promoter that reflects this assignment.

6. PRIVACY AND MINORS

- a) The Promoter will collect Entrants' and Artists' personal information in order to conduct the Competition and also in order to conduct promotions associated with the Competition and the Promoter's business. If the personal information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy, available at www.flexischools.com.au/legal
- b) All Entrants consent to the Promoter using the Entrant's and Artist's first name, school name, school year, likeness, image and/or voice in the event that they are on the Shortlisted or a Winner (including photograph, film, file and/or recording of the same) in any media anywhere in the world, for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome) and promoting any goods or services provided by the Promoter.
- c) As the Artist is a child, the Entrant agrees to this clause 5 of Part C of these terms, on behalf of the Artist and agrees they have the Artist's consent to enter the Artwork in this Competition in accordance with, and subject to these terms.

7. ENTRANT'S WARRANTIES

- a) By entering this Competition each Entrant warrants to the Promoter that:
 - (i) the Artwork they submit with their Entry is an original work of the person identified in the entry information as the Artist;
 - (ii) they are the legal guardian of the Artist who created the Artwork and they give their consent for the Artist's Artwork to be used in accordance with these terms; and

Terms & Conditions

- (iii) the Artwork has not been previously published or won any award and does not contain any material which would infringe the rights of any third party, including any copyright, trademark, registered design, patent or any other third party intellectual property or moral rights.
- b) The Entrant agrees to indemnify the Promoter and keep the Promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause 6 of Part C of these Terms.