

Nimble Win a Car Competition

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

Promotion	Nimble Win a Car Competition
Promoter	Nimble Australia Pty Ltd ABN 91 135 501 807 (Australian Credit Licence Number 386010)
Promoter's Head Office	Level 6, 12-14 Marine Parade, Southport, QLD 4215, Australia
Promoter's Contact	Eliza North (enorth@nimble.com.au)
Promotional Period	Start Date: 15 November 2020 at 16:00 AEST End Date: 15 January 2021 at 23:59 AEST
Prize Draw Date	16 January 2021 at 16:00 AEST
Prize Claim Date	16 February 2021 at 16:00 AEST
Eligible Entrants	Entry is only open to Australian residents (excluding those in South Australia) who are 18 years and over and, as at the Prize Draw Date or any subsequent Prize Draw Date, are not in default under their Loan Agreement with the Promoter.
Social Media Account Requirement	Nil
Relevant State(s)	All States and Territories except South Australia
Permit Number(s)	NSW: TP/00504, ACT: TP 20/01624
Entry Procedure	<p><u>Initial Entry</u></p> <p>1. An Eligible Entrant will automatically enter the Promotion when, during the Promotional Period, that Entrant applies for and accepts the Promoter's credit offer in respect of a:</p> <ol style="list-style-type: none"> a. Nimble Cash Loan of \$1,000.00 or more; b. Nimble AnyTime facility; c. Nimble Car Loan; or d. Nimble Personal Loan (collectively, Eligible Loans). <p><u>Transaction Based Entry</u></p> <p>2. An Eligible Entrant with an approved and accepted Nimble AnyTime facility will automatically enter the Promotion when, during the Promotional Period, that Entrant makes a transaction with their virtual Nimble AnyTime Mastercard of \$10.00 (AUD) or more. Cash advances from a Nimble AnyTime facility are not eligible for Transaction Based Entries.</p>
Multiple Entries	Limit of one (1) Initial Entry per Entrant permitted during the Promotional Period. Multiple Transaction Based Entries are permitted, subject to each being in accordance with the Entry Procedure.
Prize	<p>1. One (1) MY21 Kia Rio S 6-speed Petrol Automatic with the following features (the Car Prize):</p> <ul style="list-style-type: none"> • Black One-Tone Interior • In-line 4 cylinder DOHC MPI D-CVVT 16 valve engine • 325 Luggage space (rear seats up) (L, VDA) • 980 Luggage space (rear seats down) (L, VDA) • 45L Fuel Tank • 15 inch Steel Wheels • Temporary Steel Spare Wheel included • Anti-Lock Braking System (ABS) with EBD & BA • Hill-Assist Control (HAC) • Vehicle Stability Management (VSM) • Electronic Stability Control (ESC) with TCS • Reverse Parking Sensors • Rear View Camera with Dynamic Parking Guidelines • Rear View Mirrors (Day & Night) • Dusk Sensing Automatic Headlights • Halogen DRL (Daytime Running Lights) • High-mounted rear stop light • Door Open Warning Light • Speed Sensing auto door lock • Child Restraint Anchorage Points (3) • ISOFIX (2 positions) • 3-point ELR seatbelts on all positions

	<ul style="list-style-type: none"> • Driver front passenger SRS airbags • Front side SRS airbags • Curtain SRS airbags • Front seatbelt pre-tensioners with load limiters • Side door impact beams (front & rear) • Child-proof rear door locksImpact sensing auto door unlocking • Battery Saver • Anti-theft immobiliser • Remote central locking with keyless entry & boot release • Folding Key x 2 • Remote fuel lid release • 5 seat capacity • Tricot cloth trim seats • 6-way driver's seat incl. height adjust • Front centre console armrest (sliding) • Split fold rear seats (60:40) • Height adjustable headrests (all seats) • Height adjustable front seatbelts • Satin silver 'tiger nose' grille surround • Body coloured bumpers • Body coloured door handles • Body coloured outside mirrors • Electric outside mirrors • Rear lip spoiler • Aero blade wipers • Front wiper & washer (variable intermittent / 2-speed) • Rear wiper and washer (2-speed) • Digital clock (in audio) • Ambient temperature display (with instrument cluster) • Power windows (front and rear) • Driver's window auto up/down with safety function • Driver's foot rest • Metallic finish dash fascia • Satin silver interior trim (steering wheel & door handles) • Interior light with delay out • Front map lights • Rear window defroster with timer • 1 x 12 volt power outlets (front console) • Driver & passenger sunvisors with vanity mirrors • Twin cup holders centre console4 x bottle holders (front & rear doors) • Map pockets in front doors • Sunglass holder • Glovebox • Centre console storage compartment • Front passenger seat back pocket • Coat hook (1 x rear side) • Luggage net hooks (cargo area) • Parcel shelf • 8" colour LCD touch screen • 6 speakers (front doors, rear doors & front tweeters) • Bluetooth Multi-connection functionality (phone/media stream) • USB input with iPod compatibility (on selected iPod models) • Wireless Android Auto • Wireless Apple CarPlay • Steering wheel mounted audio controls • Roof mounted antenna • Manual air-conditioning <p>2. \$4,000.00 cash deposited into the bank account associated with the Winner's account held with the Promoter (the Cash Prize).</p>
Total Prize Pool	Up to \$30,000.00
Winner	Means the Eligible Entrant judged to win a Prize based on the Method of Draw.

Method of Draw	The winning entries will be the Eligible Entrant who satisfies the Entry Procedure and is the first electronically drawn by computerised random draw on the Draw Date at the Promoter's Head Office. This is a game of chance. Skill plays no part in determining the Winner.
Number of Winners	One (1) Winner
Winner Notification Procedure	The Winner will be contacted by email and telephone using the contact details on file with the Promoter on the Prize Draw Date within two (2) business days of the Prize Draw Date. The Winner does not need to be present at the time of drawing. The Winner's details will be published on the Promoter's website and emailed to all entrants within a reasonable period following the Prize Draw Date.
Claim Instructions	The Car Prize will be subject to the Car Prize Supplier's requirements. The cash component of the Prize will be transferred via electronic funds transfer to the Winner's nominated bank account shortly after the Prize Draw Date.
Special Conditions	<ol style="list-style-type: none"> 1. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Car Prize Supplier's requirements. 2. The driveaway price of the Car Prize depends on the Winner and their location. 3. All optional extras and accessories, comprehensive insurance and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are expressly excluded from the Car Prize. 4. The Winner must provide all information and sign all documentation necessary to enable the Promoter or the Car Prize Supplier to register the Car Prize in the name of the Winner prior to collection. 5. Collection of the Car Prize is subject to the Winner being able to lawfully take possession of the Car Prize vehicle and complying with all registration and compulsory third-party insurance requirements of the state/territory in which the Winner elects to register the Car Prize vehicle. If the Winner is unable to register the Car Prize vehicle in their own name, then the Winner may assign the Car Prize vehicle to another person (who consents to such assignment) with legal capacity for the purposes of registration. The Promoter takes no responsibility for any such arrangements. 6. Vehicles depicted in all promotional material are not necessarily the same as the Car Prize vehicle. 7. The colour of the Car Prize vehicle will be able to be chosen by the Winner from the list of available colours as advised by the Promoter or the Car Prize Supplier at the time of selection. 8. The Car Prize vehicle will be available for collection from the Kia dealership nominated by the Promoter or the Car Prize Supplier, which shall, if reasonably possible, be near the Winner's place of residence. The timing of collection of the Car Prize will be subject to dealer availability and delivery times. 9. Neither the Promoter nor the Car Prize Supplier will be responsible for any travel expense associated with a Winner's collection of the Car Prize vehicle. 10. The Promoter takes no responsibility for any change in value of the Car Prize after the Start Date.
Car Prize Supplier	Kia Motors Australia Pty Ltd ACN 110 483 353 ABN 97 110 483 353
Preparation Date	The Schedule was prepared on 3 November 2020.

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. Loan Agreements already on foot as at the Start Date are not Eligible Loans for the purposes of Initial Entries as set out in the Entry Procedure. However, Nimble AnyTime accounts already on foot as at the Start Date are eligible for Transaction Based Entries as set out in the Entry Procedure.

- d. 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.
- e. If applicable, the Promoter has obtained the Permit Number(s) necessary to operate the Promotion in the Relevant State(s).
- f. The Promoter's decision in relation to any aspect of these Terms and Conditions and the conduct of the Promotion 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.
- g. 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.
- h. A request by an Entrant to modify any information provided should be directed to the Promoter in writing.
- i. Prizes may be subject to additional terms and conditions imposed by third parties. Entrants and Winners must comply with any such additional terms and conditions, and the Promoter does not accept responsibility for and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion.

2. Entrants and Requirements

- a. Entry is open to individual Eligible Entrants who must enter in their own name.
- b. Employees of the Promoter or the Car Prize Supplier (and their related bodies corporate), 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 Promotional 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 must be received by the Promoter during the Promotional Period, and 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. Subject to any direction given under the relevant State/Territory Permit requirements, 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 within two (2) days of the subsequent Prize Draw Date. 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, and is correct and based on the recommended retail value at the Start Date of the Promotion.
- 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, 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.
- f. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as monetary payment.
- g. Prizes may be transferred at the Promoter's absolute discretion. If the Promoter exercises its direction to allow a Winner to transfer a Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions in writing.
- h. Prizes may not, without the prior written consent of the Promoter and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used to advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is used or sold in breach of this condition, the Promoter or Car Prize Supplier may, at their absolute discretion, withdraw the Prize. Where the Prize is withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.

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, and Winners are recommended to seek their own financial advice (at their sole expense).

8. Intellectual Property

- a. Entrants consent to the Promoter (and its related bodies corporate and any assignees) using the Entrant's name, likeness, image and/or voice (the **Materials**) 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.
- b. By accepting a Prize, Winners agree that, if requested by the Promoter, they will provide comments about the Promotion and/or a photo or audio-visual clip of themselves, and participate in any promotional activity in connection with the Promotion or the Prize.
- c. The Winners unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

9. Use of social media

- a. To the extent the Promotion is conducted on, advertised on or promoted on a social media platform owned by a third party (**Platform Operator**):
 - i. each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator;

- ii. each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
- iii. each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
- iv. Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
- v. Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
- vi. any questions, comments or complaints about the Promotion must be directed to the Promoter, and not the Platform Operator.

10. 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);
 - ii. any variation to the Prize value to that stated in these Terms and Conditions;
 - iii. if a Prize or any part of a Prize is unavailable for any reason;
 - iv. any theft, unauthorised access or third-party interference;
 - v. 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;
 - vi. any tax liability incurred by the Winner(s) or any Entrant; or
 - vii. the taking of, redemption, and use 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 Queensland apply to this Promotion, and each of the relevant State/Territory authorities.