



Terms and Conditions: Games of Chance

Schedule to Conditions of Entry

Promotion Name	Swyftx 12 Days of Christmas
Promotion Type	Consumer
Promoter	Swyftx Pty Ltd (ACN 623 556 730) of Level 4, 50 McDougall Street, Milton QLD 4064
Permit Numbers	NSW: TP/01482 SA: TP21/1846 ACT: TP 21/02113
Relevant State(s) and/or Territory(ies)	N/A
Selected Business	N/A
Entry Restrictions	Australian residents only.
Promotion Period	The Promotion opens at 10am AEST on 1 December 2021 and closes at 10am AEST on 25 December 2021. No entries will be accepted after this time.
Verification Requirements	Winners must provide their current residential address within Australia.
Entry Procedure	<ul style="list-style-type: none">• To enter, entrants must, during the Promotion Period complete one or more of the following receiving one entry per action.• Subscribe to Tapping into Crypto on Apple;• Subscribe to Tapping into Crypto on Spotify;• Follow us on TikTok;• Visit Swyftx's Facebook page;• Download the latest version of the Swyftx app;• Visit @Swyftx on Instagram;• Visit Swyftx Australian Crypto Exchange on YouTube;• Visit Swyftx on Reddit;• Follow @SwyftxAU on Twitter;

	<ul style="list-style-type: none"> • Join the Swyftx community on Telegram; • Join the Swyftx Discord community. • Share the competition post on Facebook; • Share the competition post on Twitter; • Share to a friend on Messenger; • Share to a friend via SMS. 								
<p>Maximum Number of Entries</p>	<ul style="list-style-type: none"> • Entrants may enter a maximum number of times by performing each of the procedures outlined in the “Entry Procedure” section above. • Additionally, entrants may perform the following “Daily Entries” to be entered an additional number of times (once per Daily Entry procedure): <ul style="list-style-type: none"> o Follow us on LinkedIn o Watch this video on TikTok; o View this post on Facebook; o View this post on Twitter; o Listen to this podcast episode of Tapping into Crypto; o View this video on Instagram. 								
<p>Draw Details</p>	<p>Date: Draws will take place each day from 14 December – 25 December 2021, with each draw corresponding to the Prize offered on that specific day.</p> <p>Time: Each daily draw will take place at 10:00am.</p> <p>Location: Level 4, 50 McDougall Street, Milton QLD 4064</p> <p>Draw Method: Random Computer Selection via Gleam. Using Gleam automatically picks winners using Random.org which is certified to draw winners across Australian states.</p>								
<p>Prize Details</p>	<table border="1"> <thead> <tr> <th data-bbox="826 1865 962 1966"><i>Date</i></th> <th data-bbox="962 1865 1163 1966"><i>Prize</i></th> <th data-bbox="1163 1865 1283 1966"><i>No. Available</i></th> <th data-bbox="1283 1865 1417 1966"><i>Value (RRP/ inc GST)</i></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<i>Date</i>	<i>Prize</i>	<i>No. Available</i>	<i>Value (RRP/ inc GST)</i>				
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14 December 2021	AUD\$300 worth of Bitcoin (BTC)	12	\$3,600
15 December 2021	Beurer MG180 Deep Tissue Massager Gun	11	\$2,959.00
16 December 2021	Soho 4L Air Fryer with Cooking Window & Digital Touch Control	10	\$1,290.00
17 December 2021	Apple AirPods with MagSafe Charging Case (3 rd Generation)	9	\$2,511
18 December 2021	Ultimate Ears BOOM 3 Portable Bluetooth Speaker (Night Black)	8	\$1,592.00
19 December 2021	Weber Baby Q (Q1000) LP BBQ	7	\$2,135
20 December 2021	Segway Ninebot KickScooter MAX G30	6	\$8,394
21 December 2021	X-Box Series X	5	\$3,745
22 December 2021	Travel Vouchers	4	\$4,400
23 December 2021	DJI Mini 4K Drone	3	\$2,847
24 December 2021	Apple MacBook Pro 16-inch with M1 Max chip 1TB SSD (Space Grey) (2021)	2	\$10,498
25 December 2021	Tesla Model 3 + Wall Connector + Installation	1	\$66,000
Prize Restrictions (if any)	Prize subject to any applicable terms and conditions imposed by the Prize provider.		
Total Prize Pool	Up to \$109,971 (inc GST).		
Notification of Winners	Winners will be notified by direct message on Facebook message and the Swyftx platform, as well as via publication on the Swyftx website.		

Prize deliveries	Physical prizes will be delivered within Australia only. If an Australian resident is participating in the competition whilst living overseas, they must nominate an Australian address for delivery. If an Australian address has not been produced after 3 months, the prize will be classed 'unclaimed' and redrawn.
Publication Details	Swyftx website within 24 hours of each draw.
Prize Claim Date	3 months from the date specified in the "Prize Details" section above in respect of a particular Prize.
Unclaimed Prize Arrangements	If the Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with the Conditions of Entry, the entrant next in line generated by the original electronic draw will be notified.

Unclaimed draw dates In respects to;

- AUD \$300 worth of Bitcoin (BTC) - 14/03/2022 10am AEST
- Beurer MG180 Deep Tissue Massager Gun – 15/03/2022 10am AEST
- Soho 4L Air Fryer with Cooking Window & Digital Touch Control – 16/03/2022 10am AEST
- Apple AirPods with MagSafe Charging Case (3rd Generation) - 17/03/2022 at 10am AEST
- Ultimate Ears BOOM 3 Portable Bluetooth Speaker (Night Black) - 18/03/2022 at 10am
- Weber Baby Q (Q1000) LP BBQ – 19/03/2022 at 10am AEST
- Segway Ninebot KickScooter MAX G30 – 20/03/2022 at 10am AEST
- X-Box Series X – 21/03/2022 at 10am AEST
- Travel Vouchers – 22/03/2022 at 10am AEST
- DJI Mini 4K Drone – 23/03/2022 at 10am AEST

- Apple MacBook Pro 16-inch with M1 Max chip 1TB SSD (Space Grey) (2021) - 24/04/2022 at 10am AEST
- Tesla Model 3 + Wall Connector + Installation – 25/03/2022 at 10am AEST

Publication Date: The next identified winner in respect of each Prize will be published within 24 hours on the Swyftx website.

Additional Terms – entrants

To eligible to enter the Promotion, entrants must:

- Be 18 years of age or older;
- Be an Australian resident;
- Have a verified Swyftx account; and
- Complete a valid action as described in the “Additional Terms – entry mechanic” section below.

Additional Terms – entry mechanic

Social Channels: Entrants release the companies trading as Instagram, Facebook, Twitter, Reddit, TikTok and Telegram (the **Social Channels**) and their associated companies from all liability arising in respect of the Promotion and acknowledge that:

1. the Promotion is in no way sponsored, endorsed or administered by, or associated with, any of the Social Channels;
2. any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to the Social Channels; and
3. any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any of the Social Channels.

Additional Terms – Grand Prize (Tesla Model 3 + Wall Connector + Installation)

- 1. Inclusions:** the Grand Prize includes all applicable Stamp Duty, dealership charges, statutory charges, and 11 months' registration in the State or Territory of residence of the winning Entrant, and all costs associated with the Promoter delivering the Grand Prize to the winning Entrant, transferring the Grand Prize into the winning Entrant's name, or Registering the Grand Prize in the winning Entrant's name. The Promoter will also pay all applicable costs relating to the installation of the Tesla Wall Connector by a licensed electrician. The Tesla 'New Vehicle Limited Warranty' will also be transferred at no cost to the winning Entrant.
- 2. Exclusions:** Comprehensive third-party motor vehicle insurance, and any other insurance, operational costs, recharging costs, personal costs, and any other incidental costs related to the Prize, its storage, all ancillary costs, accessories, or anything else not specifically mentioned.
- 3. Redemption Period:** The redemption period during which the Grand Prize may be claimed commences on the date that the Grand Prize is drawn (as per **Prize Details** above), and ends 3 months from the date thereof. If a winning Entrant does not claim the Grand Prize within the Redemption Period and provide a location (that must be within Australia) for delivery of the Prize to the winning Entrant (**Delivery Location**), then the winning Entrant will be deemed to have forfeited the Grand Prize.
- 4. Motor Vehicle Eligibility:** to be eligible to claim the Grand Prize, the winning Entrant must be capable of obtaining the necessary motor vehicle registration for the Grand Prize in their name, in accordance with the legislation of the relevant

State or Territory in which the Prize is collected, and provide current valid documentation confirming their eligibility.

- 5. Assignment of Motor Vehicle:** if a winning Entrant is unable to register the motor vehicle awarded as the Grand Prize due to legal incapacity or other circumstance, the winning Entrant may assign the Grand Prize to another person, who consents to the assignment and has the required legal capacity for the purposes of registration. The Promoter takes no responsibility and is not liable for any of the expenses incurred for any such arrangement between the winning Entrant and the assignee.
- 6. Registered Ownership:** the winning Entrant shall be the registered owner of the Grand Prize as at the date of delivery of the Grand Prize.
- 7. Odometer:** the Grand Prize's odometer may feature some minor kilometres prior to being transferred to the eligible customer.
- 8. Images:** motor vehicle images have been used for display purposes only and may not represent or depict the exact vehicle ordered. Some staging accessories and decorative items may not be included in the Grand Prize.
- 9. Location:** the Grand Prize is based in Brisbane.
- 10. Delivery Time:** the delivery of the Grand Prize to the Delivery Location may take up to 120 days, subject to available Tesla stock. The Promoter in no way warrants that the Grand Prize will be delivered during the Christmas period. Delivery is within Australia only.
- 11. Installation of Wall Connector:** the winning Entrant must provide a suitable location for the installation of the Wall Connector. The suitability of the proposed installation location is subject to the

	<p>approval of a licensed electrician. Once the Wall Connector is installed, or if no suitable location for its installation can be provided by the winning Entrant, the Promoter assumes no liability for the upkeep, maintenance, removal or relocation of the Wall Connector.</p>
<p>Additional terms – Privacy</p>	<p>In addition to the privacy term set out in the Conditions of Entry, if the entrant has ticked the “opt-in” box, the Promoter may also use the entrant's personal information to provide information about the Promoter's products and services (including via post, phone, email and SMS), and may disclose the information to the Promoter's partners, its related bodies corporate, and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose. The entrant can advise the Promoter at any time if they no longer wish to receive this information, by contacting the Promoter at hello@swyftx.com.au. The Promoter may continue to provide the entrant with this information for an indefinite period unless and until advised otherwise by the entrant.</p>
<p>Additional Terms – COVID-19</p>	<p>You acknowledge that where any component of this prize constitutes an event, such an event may be cancelled, postponed or altered at any time in accordance with any COVID-19 restrictions which may be in place from time to time. To the maximum extent permitted by law, Promoter will not be liable for any loss sustained as a result of an event being cancelled, postponed or altered.</p>

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule).
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers associated with this Promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
4. The Promotion will be conducted during the Promotion Period.
5. Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid.
7. Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
8. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
9. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
10. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
11. If a Prize is awarded by draw, the prizes draw(s) will be conducted in accordance with the Draw Details. The first valid entry randomly drawn will win a Prize. If a winning entry is invalid, that entry will be disregarded and the prize will be awarded by drawing the next valid entry in accordance with these Conditions of Entry.
12. Winners will be notified in accordance with the Notification of Winners and Publication Details. Winners' names and State/Territory of residence will be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of the winners on their website(s).
13. The Prize(s) is/are specified in the Prize Details. The Prize(s) is/are subject to any restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule.
14. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a prize event and to

expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the experiences for their own or anyone's safety. The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

15. The Prizes and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
16. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
17. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft destruction, transmission interruption, communications failure or otherwise, any injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
18. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Promotion. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automatically- or computer-generated entries will not be accepted.
19. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
20. The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the

awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

21. The Promoter may use any personal information entrants provide in connection with this Promotion for the purpose of the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors, and to the Promoter's partners. Some of the Promoter's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas, and as a result the entrant's personal information may be disclosed overseas. If entrants do not provide the information requested, they will not be able to enter the Promotion. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter at hello@swyftx.com.au. A copy of the Promoter's privacy policy can be viewed at <https://www.swyftx.com.au>. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.
22. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook.