



### Swyftx x Australian Crypto Convention Giveaway – Rules of Entry

1. These are the terms and conditions and rules of entry (**Rules**) of the Swyftx x Australian Crypto Convention Competition which is open at **4:00pm AEST on Monday the 30<sup>th</sup> May 2022**, with entries closing 24hrs later at **4:00pm AEST Tuesday 31st May 2022**.
2. The promotion is free to enter and is operated by Swyftx Pty Ltd, ABN 72 623 556 730 of Milton QLD 4064 (**Swyftx**).
3. To enter the promotion applicants must:
  - a. Be over the age of 18;
  - b. Be residents of Australia;
  - c. Have a verified Swyftx account;
  - d. Answer the question: **In 25 words or less, tell us who you would take to the convention and why?**;
  - e. Submit an answer in the comments of the official competition post on Facebook during the time the promotion is open; and
  - f. Adhere to all the Rules set out in this document.
4. The winner will be determined on **Tuesday 31st May 2022**. The promotion is not a game of chance and entries will be considered in the order they are received.
5. There is one prize to be awarded:
  - a. 2 x Two-Day passes to the 2022 Australian Crypto Convention at the Gold Coast Convention & Exhibition Centre, valid for the 17<sup>th</sup> and 18<sup>th</sup> September 2022 and valued at approximately \$498.00.
6. An applicant can submit one comment as an entry. Subsequent entries by the same applicant under the same Facebook account, on the same round, will be void and disregarded.
7. The judge, being an employee of Swyftx, will review the entries in the order in which they were received and will determine:
  - a. The winner of the competition is the entrant with the most creative answer.
8. The judge's decision is final and is not subject to review.
9. Announcements of the winner will take place on **Wednesday 1st June 2022**, including publication of the winner's first name and first initial of last name on the Swyftx [AU Competition Terms & Conditions](#) page. You acknowledge and consent that the winning entry may also be published by Swyftx.
10. The winner:-

- a. Will be contacted by email/message to their Swyftx account and social media account;
  - b. Will have 30 business days to respond to the email/message request confirming their acceptance of the prize, otherwise, the next runner up winner will be contacted within 2 business days of this 30 business day period expiring;
  - c. Will receive their prize via email within 5 days of their acceptance of the prize;
  - d. Will be required to provide the email associated with their verified Swyftx account;
  - e. Will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledge that Swyftx may use any such marketing and editorial material without further reference or compensation to them;
  - f. May be required to pass further KYC (anti-money laundering and countering financing of terrorism checks) in order to receive the prize; and
  - g. Must seek their own tax advice as to the financial or taxation consequences of receiving any prize. Swyftx accepts no responsibility for any tax implications.
11. Swyftx complies with all consumer protection and privacy laws, including the Australian Consumer Law and the Privacy Act.
  12. This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.
  13. The information collected during this promotion will be dealt with in accordance with our Privacy Policy and Terms of Use.
  14. Entry is not open to any directors, employees, contractors of Swyftx or their families.
  15. These Terms and Conditions may be adjusted if required by regulatory or government authority without notice.
  16. Swyftx reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the promotion or claiming a prize, Swyftx will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved Swyftx's decision will be final.

Any legal proceedings concerning the operations of the promotion will be subject to the exclusive jurisdiction of the courts of Queensland and governed by the laws of Queensland. Prior to commencing any dispute, entrants are obliged to make best efforts to settle the dispute amicably with Swyftx. Failing this, the parties must first submit to mediation before any formal legal proceedings.
  17. If for any reason any aspect of this promotion is not capable of running as planned, including (but not limited to) by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Swyftx, Swyftx may in its sole discretion cancel, terminate, modify or suspend the

promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulations.

18. Swyftx reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by Swyftx to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Swyftx's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. Swyftx and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
21. If the prize or a component of the prize is unavailable, Swyftx, in its absolute discretion, reserves the right to substitute the prize with a prize of equal or greater value and/or specification.
22. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.