



### Swyftx iPhone 15 Competition – Rules of Entry

1. These are the terms and conditions and rules of entry (**Rules**) of the Swyftx iPhone 15 Competition which is open at **9:00 am AEST on Thursday 21<sup>st</sup> September 2023**, with entries closing at **21:00 AEST Thursday 21<sup>st</sup> September 2023**.
2. The promotion is free to enter and is operated by Swyftx Pty Ltd, ABN 72 623 556 730 of Milton QLD 4064.
3. To enter the promotion, applicants must:
  - a. Be over the age of 18;
  - b. Be a resident of Australia;
  - c. Have a verified Swyftx account;
  - d. Find the official competition post on Facebook – <https://www.facebook.com/swyftx/>
  - e. Tag a friend in the post and enter a prediction as to what the value (in Australian dollars) of Bitcoin (BTC) will be at 9:00 am AEST Friday 22nd of September 2023, and;
  - f. Adhere to all the Rules set out in this document.
4. The first participant who predicts the Correct Value (within 4 decimal places at the start of the minute candle on Swyftx charts), will win the prize indicated below in clause 6. The Correct Value is the exact Australian dollar value of Bitcoin (BTC) at 10 am AEST on Friday 22nd of September 2023.

If the correct value has not been predicted by an applicant, then the applicant who submits the closest to the Correct Value will be the winner.

However, if there are two (2) applicants that have predicted closest to the Correct Value, with no one predicting the exact Correct Value, the lower value prediction will win (e.g. actual correct value is \$48,587.55, no one guesses this, but 1 person guessed \$48,587.54 and the other guessed \$48,587.56, the applicant who guessed \$48,587.54 will win).

5. Winners will be determined on **Friday 22nd September 2023**. The promotion is not a game of chance, it is a game of skill and entries will be considered in accordance with these Rules.
6. There is a total of 1 prize to be awarded to 1 winner drawn from the total pool of eligible entrants;
  - a. The 1 winner will receive the following:
    - i. Black 6.1-inch Display iPhone 15 with 128GB of storage with 1 x USB-Charge Cable;
    - ii. \$200AUD worth of Bitcoin (BTC) as valued at time of transfer.

7. An applicant can submit one entry. Subsequent entries by the same applicant under the same name, will be void and disregarded.
8. If claimed within the specified timeframe in section 8 (b), announcements of the winners will take place on **Tuesday 26<sup>th</sup> September 2023**, 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.
9. The winner;
  - a. Will be contacted by email by a representative of Swyftx to their Facebook account used to enter the competition;
  - b. Will have 2 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 1 business day of this 2 business day period;
  - c. Will be required to provide the email associated with their verified Swyftx account to redeem the crypto portion of their corresponding prize
  - d. Will be required to provide an address for any physical component of their prize for delivery;
  - e. May be required to pass further KYC in order to withdraw any prize from their account or transfer the prize to another digital wallet; and
  - f. Should seek their own tax advice as to the financial or taxation consequences of receiving Bitcoin (BTC).
  - g. 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.
10. Any further ancillary costs associated with the iPhone prize (except where expressly outlined above) are not included. For the avoidance of doubt, the prize includes an iPhone and USB c charger only. Winner is responsible for setting up/purchasing any sim cards, warranties, insurance and any further accessories required.
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, Instagram or Twitter.
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. Any losses, expenses, damages, costs or personal injuries caused by the winner or their chosen guests arising out of the use of any prize will be the sole responsibility of the winner and/or their chosen guests. The winner and their chosen guests acknowledge that, by accepting the prize, they agree to pay any additional costs incurred by Swyftx relating to their misconduct.
21. 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.
22. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.