

Guess the Number of Bitcoins – Rules of Entry

- These are the terms and conditions and rules of entry (Rules) of the Tapping Into Crypto Guess the Number of Bitcoins competition which is open at 8:00am AEDT on Saturday 11th November 2023, and closes at 6:00pm AEDT on Sunday 12th November 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;
 - Participate in the Guess the Number of Bitcoins competition at the Australian Crypto Convention (held at the Melbourne Convention and Exhibition Centre, Melbourne on 11th and 12th of November 2023) by entering their guess into the link outlined at section 7;
 - d. Have a verified Swyftx account (to redeem BTC); and
 - e. Adhere to all the Rules set out in this document.
- 4. The promotion is a game of skill and winners will be determined following the end of the convention on **Monday the 13th of November 2023**.
- 5. The promotion is taking place inside the Australian Crypto Convention and as such is not open to members of the public, unless they have a valid ticket of entry or are an invited guest to the Australian Crypto Convention.
- 6. There is a total of 1 prize to be awarded to 1 winner during the competition period (the 2 days of the Australian Crypto Convention):
 - a. 1 x \$10,000 AUD of Bitcoin (BTC), valued by Swyftx, in its sole discretion, at time of transfer.
- An applicant can enter one guess during the Australian Crypto Convention via <u>https://swyftx.com/au/aus-crypto-con-competition/</u>. Subsequent entries by the same applicant will be void and disregarded.
- 8. The judge, being an employee of Swyftx, will review all entries to the promotion and determine the prize winner on Monday the 13th of November 2023.
- 9. The winner of the competition is the first entrant to successfully guess the correct number of Bitcoins in the jar on display in the Tapping Into Crypto booth. In the event that there are no

successful guesses of the Number of Bitcoins, there will be no winner and no prize will be given to any applicants.

- 10. The judge reserves the right to void any applicant's entry if the applicant has been deemed by the judge, in their sole discretion, to be cheating or acting in a deceitful way.
- 11. The judge's decision is final and is not subject to review.
- 12. Due to the nature of the promotion, announcements of the winners will not take place. However, Swyftx reserves the right to publish the winners first name and first initial of their last name on the Swyftx <u>AU Competition Terms & Conditions</u> page.
- 13. The winners:
 - a. Will be required to provide the email address associated with their verified Swyftx account (or create and verify an account under that email address) to redeem any BTC portion of the prize. Transfer of the corresponding BTC amount, where the account is verified, will take place by Friday 17th November 2023.
 - b. 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.
- 14. Swyftx complies with all consumer protection and privacy laws, including the Australian Consumer Law and the Privacy Act.
- 15. The information collected during this promotion will be dealt with in accordance with our Privacy Policy and Terms of Use.
- 16. Entry is not open to any directors, employees, contractors of Swyftx or their families.
- 17. These Terms and Conditions may be adjusted if required by regulatory or government authority without notice.
- 18. 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.

19. 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.

- 20. 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.
- 21. 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).
- 22. 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.
- 23. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.