

Swyftx x Brisbane Lions Competition – Rules of Entry

- These are the terms and conditions and rules of entry (Rules) of the Brisbane Lions Competition which is open at 9:00 am AEST on Monday 18th March 2024, with entries closing at 9:00 am AEST on Wednesday, 20th March 2024.
- 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. Find the official competition post on Facebook https://www.facebook.com/swyftx/;
 - d. Comment in 25 words or less 'What Brisbane Lions games you are most excited to see this season and why?';
 - e. Adhere to all the Rules set out in this document.
- 4. Winners will be determined on **Wednesday 20th March 2024**. The promotion is not a game of chance, it is a game of skill and entries will be considered in accordance with these Rules.
- 5. There is a total of 5 prizes to be awarded to 5 winners drawn from the total pool of eligible entrants;
 - a. The 5 winners will each receive the following:
 - i. A double pass to 5 Brisbane Lions home games of their choosing for the 2024 AFL season.
 - ii. Double passes are only available to corresponding Brisbane Lions home games held at The Gabba Stadium, Brisbane, QLD on the dates outlined on their website. For avoidance of doubt, these dates include the 28th March, 20th April, 5th May, 18th May, 14th June, 28th 30th June, a date between 5th 7th June, a date between 19th 21st July, a date between 9th 11th August, a date between 23rd 25th August (all dates are subject to change and to be confirmed closer to the game).
 - iii. Competition excludes any finals tickets, irrespective if the Brisbane Lions make it to the finals.
- 6. An applicant can submit multiple entries.
- 7. If claimed within the specified timeframe in section 8 (b), announcements of the winners will take place on Friday 22nd March 2024, including publication of the winner's first name and first initial of last name on the Swyftx <u>AU Competition Terms & Conditions</u> page. You acknowledge and consent that the winning entry may also be published by Swyftx.

- 8. The winner;
 - a. Will be contacted by email by a representative of Swyftx to their Facebook account used to enter the competition;
 - 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. Within 5 days of accepting, will indicate their preference for dates to attend the games. Swyftx will make every effort to honour the requested preferences, but may need to provide alternate dates at their sole discretion;
 - d. Will have all tickets transferred to their nominated email prior to the game days;
 - e. Will comply with all requirements enforced by the corresponding stadiums outlined in section 5.a.i, including their conditions of entry.
 - f. 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.
- 9. Spending money, meals, accommodation, transport to and from any of the games outlined in section 5.a.i, transfers, and all other ancillary costs (except where expressly outlined above) are not included. For the avoidance of doubt, winners and their chosen accompanying guest must make their own travel arrangements to any Brisbane Lions home games at The Gabba Stadium, Brisbane, QLD. Prize must be taken to coincide with the corresponding Brisbane Lions 2024 home games outlined in section 5.a.i.
- 10. Swyftx complies with all consumer protection and privacy laws, including the Australian Consumer Law and the Privacy Act.
- 11. This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or X.
- 12. The information collected during this promotion will be dealt with in accordance with our Privacy Policy and Terms of Use.
- 13. Entry is not open to any directors, employees, contractors of Swyftx or their families.
- 14. These Terms and Conditions may be adjusted if required by regulatory or government authority without notice.
- 15. 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.

- 16. 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.
- 17. 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.
- 18. 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).
- 19. 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.
- 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. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.